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ABSTRACT

Chronicled and analyzed are the experiences of two community colleges and four comprehensive state colleges in two different states where the faculty has chosen to unionize. The case studies are based on field visits and studies of contracts and other relevant documents. Reported on are such questions as: What conditions led the faculty to unionize?; What were the dynamics of contract negotiations and administration?; What are the general impact of collective bargaining on the various participants in college governance and on the tenor of governance relationships? An introduction summarizes the current status of collective bargaining in postsecondary education, reviews the literature on the impact of collective bargaining, and discusses the administrative traditions of community and comprehensive state colleges. (Author/MSE)

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Governance in Institutions with Faculty Unions: Six Case Studies

Kenneth P. Mortimer and
Richard C. Richardson, Jr.

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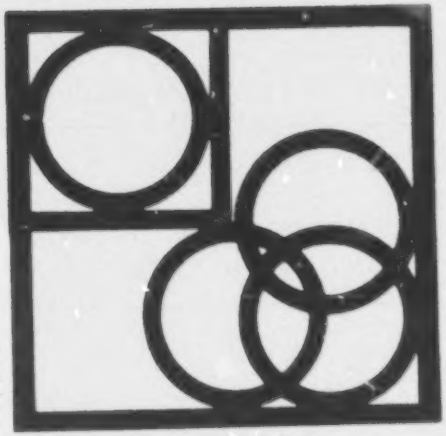

Center for the Study of
Higher Education

The Pennsylvania State University

Governance in Institutions with Faculty Unions: Six Case Studies

Kenneth P. Mortimer and
Richard C. Richardson, Jr.

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The Pennsylvania State University

University Park, Pennsylvania

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CONTENTS

		Page
I.	*Introduction*	1
	Background and Purpose of Study	1
	Current Status of Collective Bargaining in Postsecondary Education	1
	Impact of Collective Bargaining on Governance	3
	Perspective on Two Types of Institutions	11
	Methods of Investigation	22
II.	*Regional University*	27
	Introduction to Regional University	27
	Chronology of Events Leading to Collective Bargaining	28
	Contract Negotiation	29
	Content of Contract	31
	Contract Administration	35
	Impacts of Collective Bargaining	37
	Chapter Summary	49
III.	*Urban State College*	53
	Introduction to Urban State College	53
	Chronology of Events Leading to Collective Bargaining	55
	Contract Negotiation	56
	Content of Contract	61
	Contract Administration	62
	Impacts of Collective Bargaining	68
	Chapter Summary	74
IV.	*Regional Community College*	77
	Introduction to Regional Community College	77
	Chronology of Events Leading to Collective Bargaining	78
	Contract Negotiations	81
	Content of Contract	83
	Contract Administration	85
	Impacts of Collective Bargaining	88
	Chapter Summary	94
V.	*Local Community College*	99
	Introduction to Local Community College	99

		Page
	Chronology of Events Leading to Collective Bargaining	101
	Contract Negotiations	104
	Content of Contract	107
	Contract Administration	108
	Impacts of Collective Bargaining	110
	Chapter Summary	117
VI.	*Rural State College*	121
	Introduction to Rural State College	121
	Chronology of Events Leading to Collective Bargaining	122
	Contract Negotiations	124
	Content of Contract	125
	Contract Administration	127
	Impacts of Collective Bargaining	132
	Chapter Summary	139
VII.	*Scenic State College*	143
	Introduction to Scenic State College	143
	Chronology of Events Leading to Collective Bargaining	143
	Contract Negotiations	145
	Content of Contract	145
	Contract Administration	146
	Impacts of Collective Bargaining	150
	Chapter Summary	157
VIII.	*The Process of Accommodation*	161
	A Continuum of Accommodation	161
	Comparisons of Institutions	164
	Issues Leading to Collective Bargaining	165
	Process of Organization and Unit Determination	166
	Conduct of Negotiations	169
	Contract Provisions	171
	Living with the Contract	172
	The Impact of Collective Bargaining	175
	Concluding Comments	180

CHAPTER I
INTRODUCTION

Background and Purpose of the Study

The advent of faculty collective bargaining has put new stress on governance relations in postsecondary education. Faculty and administrators are called upon to adopt and use such new and strange terms as exclusivity, bargaining unit, management rights, binding arbitration and scope of bargaining. They are pressed to engage in elections, negotiation, and contract administration that cause stress of varying intensities. Academic administrators are chagrined to find out that they are really "management," and faculty are appalled when they learn that many of the traditional practices of faculty governance are really "management rights." Students fear that their involvement in governance and, ultimately, their tuition levels will be irrevocably damaged by faculty unionization.

This monograph is an attempt to chronicle and analyze the experience of six institutions—Two community colleges and four comprehensive colleges—in two different states in which the faculty have chosen to unionize. It reports on each institution as an individual case and is based on field visits and studies of contracts and other relevant documents. It seeks to report on such questions as What conditions led the faculty to unionize? What were the dynamics of contract negotiation and administration? What are the general impacts of collective bargaining on the various participants in college governance and on the tenor of governance relationships?

The purpose of this first chapter is to very briefly summarize the current status of collective bargaining in postsecondary education, to review the literature on the impact of collective bargaining on governance, and to discuss the administrative traditions of community and comprehensive state colleges.

Current Status of Collective Bargaining in Postsecondary Education

Since its beginnings in the mid-1960s, faculty bargaining has grown to the point where as of February 1, 1976, 288 faculty bar-

gaining units covered 481 campuses across the United States (Academic Collective Bargaining Information Service, Report #12, 1976). Two points about this statistic are important to note. First, 416 (86.5 percent) of these campuses are public. Second, 305 (63 percent) are two-year colleges; another 15 to 20 percent are former state teachers' colleges and/or emerging universities. As will be discussed later in this chapter, most of these types of institutions do not have strong traditions of faculty involvement in governance.

In short, faculty bargaining is largely a phenomenon of the two-year and emerging public, not the research-oriented or private, sector of post-secondary education. At most of these institutions, the faculty do not have strong traditions of involvement in governance.

Another point about the growth of faculty bargaining is that it has closely paralleled the enactment of state collective bargaining laws. Between 1965 and 1972, faculty bargaining burgeoned in a few heavily populated and relatively industrialized states that adopted enabling legislation about or before 1970. By 1973, unionized institutions in Massachusetts, Michigan, New Jersey, New York, and Pennsylvania represented about 75 percent of the organized institutions in the country at that time! The early experience with bargaining, then, was highly concentrated in a few states.

The next growth spurt likely will be accelerated by a number of recently or soon-to-be adopted collective bargaining laws in such states as Maine, Connecticut, Florida, California, Iowa, and Montana. If one uses Carnegie Commission estimates of approximately 1,300 public institutions in the country, the potential growth of collective bargaining in the next two or three years can be roughly estimated. Given the current status of legislative activity in states such as California, Florida, Maine, and Illinois, a fairly conservative projection would indicate an additional 135 organized campuses by 1978 or 1979, a total accounting for about 40 to 45 percent of all public campuses. It is possible that the figure will go as high as 230 additional campuses in the next five academic years, for a new total of approximately 50 percent of all public campuses!

Bargaining precipitates a variety of documented and potential impacts on state level governance and faculty-administrative relationships which we will discuss now.

Impact on State-Level Governance

A recent review of the authority relationships between state governments and higher education under collective bargaining in eight states has revealed an apparent tendency toward increased centralization of decision making. The principal benefactors appear to be the state executive branch of government or systemwide boards and systemwide faculty unions; the principal "losers," campus-based constituents. This observation appears accurate in seven of the eight states of New York, New Jersey, Massachusetts, Pennsylvania, Hawaii, Alaska, and Montana (Mortimer 1976). Little, if any, state involvement occurs in faculty collective bargaining in Michigan, other than that provided through applicable legislation.

This centralization occurs as the political activity of faculty unions increases and the unions bypass local campus administrators to go directly to the state executive or legislative branch of government.

> Since the ultimate power to decide on a wage and working conditions package is in the hands of the state government in public institutions, the university administrators and trustees are increasingly bypassed by the unions in favor of direct negotiations with the state officials. Conversely, as noted, the traditional role of university administrators as lobbyists for more funds and higher salaries for the faculty is curtailed, for with collective bargaining they become agents of the employers' side of the negotiations (Ladd and Lipset 1973, p. 98).

Other aspects of the trend toward centralization are the possible control of personnel and fiscal aspects of negotiations for large systems by state executive agencies, such as offices of employee relations, departments of administration, or budget offices. As Weinberg (1976) notes: "There is a marked tendency for state agencies to *insist* on uniformity of purpose, concepts, fringe benefits, salary packages and contract language without regard to the union with which it is negotiating (p. 13)."

Some decentralization tendencies remain in certain situations. Where local mechanisms are perceived by both parties to have been effective in the past, the tendency is to allow those mechanisms to continue to function, and pressures to centralize are diminished. Weinberg suggests that other factors press toward decentralization as well. Statutorily or constitutionally autonomous colleges and universities and those which are more autonomous by custom and tradition tend to experience a lesser amount of centralization.

The presence of increased centralized decision making or the retention of some decentralized situations cannot be clearly stated as "results" of the advent of collective bargaining. While the structure of faculty bargaining varies considerably from state to state, the patterns of adaptation are probably a reflection of the prebargaining situation. Mortimer and Johnson (1976) have shown, for example, that the structure for state-level control or involvement in bargaining closely parallels administrative realities before bargaining.

Impact on Faculty-Administration Relationships

The research reveals little "hard" data on faculty-administration relationships before and after collective bargaining. Much of the literature is anecdotal or based on perceptions rather than actual experience. The review of the extant literature here closely follows that in White (1976).

Increase in Adversarial Relationships. One of the tendencies, mentioned frequently in the research literature, is the increase in the adversarial nature of faculty-administration relationships. Ladd and Lipset have reported in a recent edition of the *Chronicle of Higher Education* that: "Observers argue that faculty unionization has increased the sense of an adversary relationship between faculty members and administrators, as well as between faculty unions and students. It seems clear that the advent of collective bargaining does change the role and image of groups within the academic community (February 23, 1976, p. 11)."

In one case study at SUNY-Cortland after one year's experience with collective bargaining, Hedgepeth (1974) indicated that both the administration and union representatives he interviewed characterized the consequences of the one year of collective bargaining as

> primarily negative regardless whether they were for, against, or neutral toward the process. The consequences involved the development of adversary relationships, truncated communication, formalized structure and procedures, and changes in the roles of the participants. Bargaining itself appeared to be approached as a competitive, exchange relationship (pp. 700-1).

Hedgepeth explained further that in the realm of faculty/staff and administration relations, an interactive effect had occurred. When administrators perceived themselves as adversaries, they behaved toward the faculty in ways that enhanced their feeling of employer-employee divisiveness. A vicious cycle ensued. In Hedgepeth's words: "The cycle seems to renew itself and, as some stated, makes the campus certainly a less pleasant place and reduces everyone's effectiveness somewhat (p. 699)."

Ladd and Lipset indicate that union spokesmen affiliated with CUNY "repeatedly deny that formal collective bargaining will result in the replacement of 'collegial' relations with administrators by 'adversary' ones. Yet four years of negotiations at CUNY have clearly exacerbated the relationships (1973, p. 87)." Others have also reported the tendency toward adversary relationships with the advent of collective negotiations (Walters 1973, Garbarino 1975, Gemmell n.d.).

Gershenfeld and Mortimer (1976) found that adversary relations are not necessarily ubiquitous throughout a campus, nor are they enduring. In their study of the 14 Pennsylvania state colleges, they found that even though union leaders on many of the campuses exhibited a reportedly high level of "militancy" during the first year of the contract, later adversarial relations appeared to be confined to "formal" union-management interactions and did not seem to affect personal relationships. In fact, some reports suggested relations were not any worse under collective bargaining than they were prior to unionization. Gershenfeld and Mortimer's findings also indicate that administrative style plays a very important part in the level of difficulty colleges have in adapting to collective bargaining.

Formalization of Administrator-Faculty Relations. Apparently collective bargaining has tended to formalize relationships between administrators and professors.

> Like centralization, collective bargaining helped to formalize relationships; it fosters a "we-they" mentality inherent in the bilateral legal framework. Unlike centralization, collective bargaining has a similar impact on single campus institutions as well as those tied in to large state systems. The Stanford survey showed most respondents agree with the statement: "Where it occurs, collective bargaining will formalize relations between faculty and administration." The agreement was consistent for both union officials and campus presidents (Kemerer and Baldridge 1975, p. 219).

The arrival of faculty unions, with their concern for procedural due process, also proliferates procedural rules and extensive evaluation processes and grievance procedures. While the time-consuming nature and increased paper work that comes with the growth of formal procedures is burdensome, some union officials contend that mandated procedures are important in guaranteeing fairness to all and in limiting the frequency of arbitrary and capricious management behavior.

Shifts in Power. While collective bargaining may or may not have negative results on faculty-administration relationships, the research indicates that faculty influence in local campus decision making has clearly increased with the advent of collective bargaining. Gershenfeld and Mortimer have indicated that this tendency toward greater formal faculty influence in campus decision making is probably the most significant consequence of collective bargaining for campus governance. In addition to increasing faculty influence, Kemerer and Baldridge (1975) also cite a trend which they term the *democratization of influence*. They report a "leveling" action at many unionized institutions where large unionized units have democratized the decision processes, often at the expense of previous power holders.

While faculty members' influence has reportedly increased, Kemerer and Baldridge report that administrators *perceive* their own

power as having decreased. They argue, however, that *"despite the presidents' feelings of vulnerability, evidence indicates that there is actually a shift toward greater administrative power.* Internally, more and more decisions are forced upward, away from departments to the central administration (p. 9)." This force upward coincides with our earlier discussion of the centralization tendencies at systemwide and state levels. While some local campus administrations may in fact be gaining greater power via collective bargaining, many administrators of local campuses, particularly those that are a part of larger systems, have lost a degree of flexibility as a result of collective bargaining. Here again, however, as Gershenfeld and Mortimer found in Pennsylvania, the loss of administrative flexibility can be attributed as much to previously existing conditions, e.g., state controls and financial pressures, as to faculty bargaining.

Some collective bargaining contracts include clauses specifying that joint faculty-administrative participation in some specific areas of campus governance will occur. In discussing collective bargaining contracts in effect in 1974, Mortimer (1974) pointed out that approximately 25 percent of the contracts had some provision for the formation of joint faculty-administrative committees to handle a variety of issues. Typical clauses called for the inclusion of those affected by policies to be a part of the decision making which determined the policies.

Summary. It can be concluded from the data that are currently available, that the advent of collective bargaining in higher education has often been accompanied by increases in the adversarial aspects of faculty-administration relations as well as formalization of those relationships. Also faculty influence and central administrative power have reportedly increased under faculty bargaining. Each of these trends must be qualified, however, with the assertion that diversity of faculty administration relationships is the most prevalent condition and no trend reported thus far apparently applies to all unionized institutions.

One of the major issues debated nationally concerning the impact of collective bargaining on governance centers around the relations which have or will develop between faculty senates, a major form of faculty governance and unions, a subject to which we now turn.

Impact on Academic Senates

In discussing patterns of senate-union relations, Garbarino (1975) specifies three patterns that describe the outcome of union-senate relations. In *cooperative pattern*, both the senate and the union are active and function in faculty affairs; each has its own area of jurisdiction and neither challenges the existence or functioning of the other. In *competitive pattern* greater competition exists between the senate and the union; both bodies compete actively for faculty support and jurisdiction over decision-making areas. The *cooptative pattern* is described as "bargained collegiality or collegiality by contract." In such cases, the union has clearly "won," and the senate may be dissolved or is virtually inactive.

In assessing the early reports of relationships between bargaining agents and senates on unionized campuses, both Garbarino and Begin (n.d.) report the cooperative model as dominant. Senates and unions have differentiated their areas of jurisdiction and they have developed dual leaderships and memberships. Senates have been preserved on many campuses and have retained influence primarily in educational policy.

While many of the senate-union relationships have succeeded in avoiding the predicted competitive relationships, not all could be described as fitting into the cooperative pattern. The factors contributing to the final outcome in senate-union relationships are certainly many and varied. Such diversity is borne out by the fact that Gershenfeld and Mortimer found in their Pennsylvania study that some of the senate-union relationships were more like Garbarino's cooptative model than like the other two models. As of spring 1975,

6 of the 14 Pennsylvania state college academic senates "had either been abolished or performed little more than service, forensic, and/or social functions (p. 31)." They wrote that the senates at the 8 other state colleges were noncompetitive and "will continue to operate only so long as they pose no territorial threat to the APSCUF local (p. 33)."

Kemerer and Baldridge (1975) conclude from the data in their national survey that unions have a tendency to extend their jurisdiction to a wider variety of academic issues at each bargaining session. And Begin (n.d.) has written:

> To the extent that senates dealt with faculty salary in personnel matters before bargaining, the jurisdiction of the senate at some institutions has been reduced. Indeed, the trend appears to be in the direction of greater union involvement in negotiating matters such as sabbatical, appointment, promotion and tenure procedures and workload (p. 7).

As a part of their survey, Kemerer and Baldridge asked administrators and union representatives on unionized campuses to rate union and senate influence on a broad spectrum of issues. The responses of campus presidents and union chairpersons indicate that:

> (1) The ratings of presidents and union chairpersons are basically similar, although presidents tend to rate senates higher and chairpersons tend to rate unions higher. (2) Senates at two-year and four-year institutions have essentially the same influence patterns, with the senate influence increasing slightly in four-year institutions. (3) Unions also have similar influence patterns in two- and four-year institutions, with union influence over economic issues increasing slightly in two-year colleges. (4) Unions out perform senates at both types of institutions in influencing economic issues, particularly faculty salaries and working conditions. (5) Senates retain influence over academic issues at both types of institutions. (6) Senates and unions share influence over personnel issues such as faculty hiring, promotion, and tenure

policy. (7) Whether they exist alone or together, neither senates nor unions influence department buildings. (8) Unions have little influence over long-range planning; senates have some. (9) Little difference is evident on all these issues between single campus unions and multicampus unions (pp. 147, 149).

Since unionized campuses do not represent the full range of institutions nor patterns of governance, it is wise to be cautious about projecting some of the conclusions of this discussion beyond the class of institutions where unionization has occurred, particularly because Kemerer and Baldridge point out that most of the unionized institutions rarely had effective faculty governance prior to the advent of collective bargaining. Consequently, any relationships that the union develops with the weak senates that existed prior to unionization could conceivably be quite different from the relationships where a strong tradition of faculty participation in governance existed prior to adoption of a bargaining agent.

Where a tradition of strong senate influence in campus governance has existed prior to collective bargaining, unions have undercut extensively what senate influence may have existed. Garbarino's definition outlined a division of responsibility between senates and unions such that both could cooperatively work together with a minimum amount of conflict. Generally, he divided responsibility between the economic issues that are typically handled by the union and the academic policy issues that are left to the senates. However, it is also becoming clear that because a number of issues do not fit neatly into either of these two classifications they can, and sometimes do, produce conflict between the two bodies.

Continued administrative support for a faculty senate in the face of a union claim of jurisdiction can exacerbate the tension between the two governance mechanisms. The union may come to perceive the senate as a "company union" or an administrative tool and therefore attempt to discredit and weaken it. Legally, a senate exists as a creation of the governing board or administration; a union

gets its authority from the force of law. Any role for a senate in those areas defined to be within the scope of the terms and conditions of employment must be ceded by the union. That is, the union is deemed to have *exclusive* jurisdiction over terms and conditions of employment. For a variety of political, tactical, and even educational reasons both parties may agree that a legally bargainable matter is better handled through a faculty senate. Whether such reasons survive in times of high stress remains to be investigated.

While we have striven to summarize and highlight the major impacts of unionization on institutions, we have stated that the impact of bargaining on any given institution will vary according to the environment in which the institution exists. In order to provide some notion of the environment of the two types of institutions studied here—community colleges and emerging institutions—we will discuss such factors from the literature as are relevant, e.g. tenor of governance prior to unionization, external politics.

Perspectives on Two Types of Institutions

Community College Perspective

In both states studied here, the community college movement came late compared to the rest of the nation. In a period of 15 years, each state created a comparable number of new institutions, and their growth has been rapid. While the initiative was left to local option in one of the states, the other chose to establish a system of regional colleges. However, even within the framework of this significant difference, similarities exist. The local-option state created a master plan calling for a specified number of institutions for the total state and exercised control to prevent the establishment of institutions that did not conform to predetermined standards. The regional state encouraged local initiative, whereby communities were encouraged to provide $250,000 and the gift of an existing building acceptable to the State Board in exchange for selection of the site for

a community college. In both states, the strong and pervasive influence of private higher education was a significant factor in the late development of community colleges as well as in their subsequent growth, for they formed an important component of the social context within which community colleges functioned during the sixties. This context can be partly understood by referring to Jencks and Riesman (1969) who express the sentiments of their fellow academics and, probably to a considerable extent, a majority of the educated residents in these states where the values of private higher education dominated.

Jencks and Riesman took the position that community colleges were "anti-university" institutions that "recruit many of their faculty from the public schools and many others from former teachers' colleges, hire relatively few Ph.D.s from major graduate schools, show comparatively little deference to professional academic opinion about how an institution of higher education should be run, and consequently teach both subjects and students whom most scholars regard as worthless (p. 480)." They categorize community colleges as a "safety valve" rather than an alternative route to the top, maintaining that such institutions have had little success in providing technical education, are constrained by their local orientation from producing significant innovations, and have had difficulty securing adequate funding. Community colleges fail to compete successfully with four year colleges; they siphon off the "dull witted or uninterested majority," and thereby secure the four-year institution from populist sentiments (p. 492).

Most community college advocates question both the scholarship and the accuracy of the statements by Jencks and Riesman. Nevertheless, for many community colleges created in the sixties, particularly those treated in this study, the attitudes reflected in *The Academic Revolution* represented a pervasive element of their early environment. Scattered among the distortions, such as predictions of failure with career education and inability to compete with four-year institutions, are a number of accurate observations with important implications for this study.

The social environment of the community colleges of these two states in the period preceding collective bargaining legislation can be categorized as opportunity qualified by relative deprivation. Students attended most frequently because there was no acceptable or attainable alternative. Faculty were divided by their experience and their aspirations. Many shared the university values articulated by Jencks and Riesman. Others saw community colleges as extensions of the secondary school.

In the early sixties, administrators dominated the community college. They formulated policies, developed curricula, and planned facilities, in some instances before faculty were employed. The literature of the community college was dominated by administrators or former administrators who moved into universities to train more administrators. The influence of administrators extended not only to curriculum and facilities planning but even into instructional methodology. Oakland Community College in Michigan and Brookdale in New Jersey are examples of new institutions founded in the sixties where decisions were made administratively to use a systems approach to instruction with faculty recruited to implement the decision. Not surprisingly, the sixties were satisfying years for most community college administrators. They achieved recognition, significant economic rewards, and a sense of accomplishment—satisfactions that were far less common to faculty and students.

Relatively few internal procedures existed through which faculty and students could become involved in decision making. Student governments were notoriously weak or nonexistent. Faculty were not interested in sharing the limited number of prerogatives they enjoyed with students and tended to intereact with them in the same manner administrators interacted with faculty. In the newer institutions, faculty associations, if they existed at all, were socially oriented and included administrators. The concept of political interest groups engaging in collective activity to achieve change was as foreign to the faculty as it was to the students.

Externally, the situation was quite different. The establishment of most community colleges was preceded by extensive effort of coalitions of local groups including school board members, legislators, chambers of commerce, and other civic and governmental organizations. Often such activities extended over a period of years and involved conflict with other groups supporting alternatives such as a branch of the state university. In the local option state, local boards represented influential segments of the communities to be served. In the regional state, regions had representation on the State Board as well as local advisory boards. The establishment of career programs involved other area residents on advisory committees, providing a vehicle through which interaction and influence could occur. External influence groups interacted directly with administrators who were in a position to implement change with little resistance from unorganized and weakly committed internal constituences.

The influence of external groups was assessed by administrators, related to the availability of resources, and transformed into programs and priorities. The process was as simple as it sounds, for in many institutions, most decisions were made by the president subject only to the constraints of facilities and finance. In one of the states, final authority for approving presidential decisions rested with the local board, whose view of the situation in many instances was limited to what they heard from the president. While the power of the president was somewhat reduced within state systems, the limitations were most likely to appear in the form of procedural requirements, complicated by the absence of policies and adequate administrative staff to fulfill state requirements. Under such circumstances, it might take longer for a decision to be reached, but the influence of the president and community interest groups was still the dominant force.

The decisions that emerged focused primarily on access and comprehensiveness. Important concessions were made to external influence groups in both of these areas in order to secure the support necessary for the establishment and development of new institutions.

Both of the states involved in this study developed comprehensive master plans setting forth the number of institutions to be contained within the system of community colleges as well as limitations on where such institutions might be located. Initial emphasis was placed upon full-time students in transfer and career programs.

Faculty were recruited in phenomenal numbers to execute these policies, but only limited consideration was given to what their role would be beyond the obvious responsibility of teaching the required number of courses. Compounding the problems associated with this simplistic view of faculty role was the absence of written personnel policies and staff development programs. Initially, faculty offered little counter to administrative dominance. Faculty members "promoted" from the public schools or recruited from business and industry enjoyed greater freedom and lighter teaching loads. Already accustomed to a highly bureaucratic decision-making structure, they felt little need to exert themselves to secure more involvement in governance. Those faculty members who came directly from the graduate schools commonly viewed their teaching experience as an interruption of studies for a career that would lead them back to the university or, at the very least, to a respectable baccalaureate degree-granting institution. While this latter group perceived the community college environment as less desirable than those who came from the public schools, mobility was high in the sixties, and the most dissatisfied, with or without encouragement from the administration, found it relatively easy to return to graduate school or move to a new institution.

Under such circumstances, it is little wonder that faculty who stayed became extremely dissatisfied with their role in decision making, and pressures for collective bargaining began to appear at the state level. Because of the ineffectiveness of feedback processes in community colleges, it was not until well after the advent of collective bargaining that accurate information on faculty attitudes began to emerge. It seems safe to observe that these attitudes came as a considerable surprise to many presidents and state level officers. In

Moore's study (1971), the findings are clear. Community college faculty see collective bargaining as a way of "neutralizing the unilateral exercise of power by college governing boards (p. 46)." The lack of a mechanism through which faculty could articulate their interests and influence the transformation into policy had made collective bargaining attractive. The failure of feedback mechanisms to convey accurate information about faculty attitudes, combined with the lack of experience among administrators in dealing with organized internal interest groups, made the adaptation to collective bargaining a harrowing experience for most community college administrators.

Thus, the emergence of collective bargaining in community colleges can be traced to factors in their evolution. In order to secure the financial and community support necessary for viability, community college administrators established policies for the college long before the faculty existed. After the faculty was hired, the administration, particularly the president, implemented these policies unilaterally and without consulting the faculty. Eventually, faculty responded with the only means they saw to reduce this perceived autocracy: unionization.

The situation in the comprehensive colleges was the same in some respects. Pressures for growth created great activity in building plant, curricula, and services. The president was again able to make decisions unilaterally—to the extent he could gain support from the legislature. Lacking internal political structures to exert pressure upon the president, faculty at the comprehensive colleges reacted, primarily as they witnessed divergence from the old values of the institution, particularly when this divergence was initiated by a new president.

We turn now to a discussion of this second group of institutions, the comprehensive college.

Comprehensive College Perspective

A Definition. The definition of comprehensive college used

in this study is the one developed by the Carnegie Commission under the heading of comprehensive universities and colleges. This classification is further subdivided into two categories based upon the number of undergraduate majors, the number of professional and occupational programs, and total enrollment. Institutions in both categories under this heading lack doctoral programs or have extremely limited doctoral programs. One institution for each state was chosen from among those listed under Comprehensive Colleges and Universities I, and one for each state was chosen from among those listed under Comprehensive Colleges and Universities II. While the division of such institutions is ultimately an arbitrary one, complexity appears to be one criterion of discrimination. There are no consistent differences with respect to size: some of the largest and smallest of institutions in both states can be found in either category. As previously noted, our reasons for studying institutions of this type is a function of their tendency to be the most likely candidates for unionization.

Three of the institutions studied were units of a state college system in two different states, while the fourth was a regional institution with a separate board of trustees. The development of three of the comprehensive colleges in the two states involves the evolution from normal school to comprehensive college. The regional institution underwent much the same type of transition from textile school to a comprehensive college.

Historical Background of Comprehensive Colleges. The movement to establish normal schools dates back to the 1830s Dunham (1969). By the 1930s, when the institutions became state teachers' colleges, a majority were offering the baccalaureate. In the 1960s, the names were changed to "state colleges."

This period of the sixties was one of explosive growth and change for public comprehensive colleges as it was for community colleges. The development of state colleges has received less attention because it did not involve the establishment of new institutions. However, in terms of staffing implications, the impact on comprehensive colleges was even greater than the numbers would tend to

indicate, since a greater percentage of the growth involved full-time students. In addition, the public comprehensive colleges in these two states began residence hall programs during this period or expanded existing programs creating a staffing dimension not common to the community colleges.

Several themes of the period created significant stress. The movement from single purpose to comprehensive institutions brought in significant numbers of Ph.D.s, whose frame of reference was the graduate university rather than the public school. The expectations of the new staff members concerning involvement in governance, which ran counter to the prevailing style of rigid administrative control, has been generally reported in the literature. The union ties of faculty members in former teachers' colleges and textile institutes has received less attention, since the common assumption has been that the new staff members created the driving force for change. From our review of institutions in these two states, it seems clear that the division between the new breed and the old guard described by Dunham did occur. However, the leadership for collective bargaining often came as a defensive reaction from the older staff whose previous connections with public schools or industry made it natural for them to turn to employee organizations as a procedure for protecting themselves from administratively-directed change which threatened previously existing values.

Added to the stress of the move to comprehensiveness was the increasing level of complexity, resulting from growth and the need to provide new services. It is characteristic of state systems that the recognition of a need for additional administrative support at the system level is a slow process and normally lags far behind the needs that develop at the institutional level. Certainly, this seems to have been true of the public comprehensive colleges in these states during the sixties. It seems likely that the absence of an adequate level of administrative staffing not only contributed to the centralization of administrative control but probably made it necessary.

Under any circumstances, the lack of a history of involvement in governance by faculty, as well as the relative absence of structures to permit such involvement in one state, is noted by Lozier and Mortimer (1974), who summarize conditions in Pennsylvania's comprehensive colleges prior to collective bargaining: "In the area of governance, faculty members . . . have had varying degrees of impact upon institutional decision making. On some campuses, faculty senates had functioned less than four years . . . in 1971, while other campuses had no governing faculty body (p. 7-8)."

While Jencks and Riesman were less caustic in their appraisal of "teachers' colleges," perhaps because such institutions were at least willing to try to emulate the values of the research university, the picture they provide of the social environment is nonetheless one of relative deprivation. Such institutions, according to *The Academic Revolution,* were "unencumbered by a tradition of academic selectivity or any assumptions about what a student ought to know to deserve a B.A., so they could give even quite dull students degrees without too much faculty protest (p. 234)." Further, despite their own efforts to improve their status and all that the legislatures could do: "Thus many of the places now called state colleges or universities still have more Ed.D.s than Ph.D.s on the faculty, more girls than boys in the student body, and more docility and low level vocationalism than one would find in better established institutions (p. 234)."

Regardless of whether one agrees with this analysis, it is clear that in the minds of academics associated with higher education and among the graduates of the ubiquitous private colleges of the eastern seaboard, the public comprehensive colleges were only a step above the community colleges. They achieved tremendous growth through low cost, geographic accessibility, lack of selectivity, and standards attuned to the students they served. Their status was not enhanced by the tendency to associate them with vocationalism and teaching, in itself a low status profession, nor was it enhanced by differences in compensation, teaching load, and other prerequisites of the estab-

lished university faculty member. In all of these areas, the comprehensive college faculty member tended to be less well treated than his colleagues at the more established public and private institutions.

The internal environments of community colleges and comprehensive colleges show a number of parallel developments. In both types of institutions, the dominant theme was response to growth. While the missions of the two types of institutions underwent extensive changes during the period, the direction of the changes had been previously charted and were not an issue. Community colleges concerned themselves with replicating a model firmly established in the fifties. The comprehensive colleges tried to become more like universities. The absence of a formal structure for faculty involvement in decision-making, combined with the degree of administrative dominance, provided few opportunities for the development of independent interest groups. The appointment of department chairpersons by presidents meant that, even at the lowest levels, the formal decision-making process was likely to be dominated by staff members who held administrative values.

Within the external environment, there were equally few arrangements for interests to emerge and find collective expression. The key decisions were made in the state legislature. Many comprehensive colleges were located in smaller communities that provided an inadequate base upon which to build either strong political support or an ongoing relationship with a significant external constituency. Those colleges located in urban centers faced competition from better established and more prestigious institutions. Alumni were poorly organized and frequently not particularly proud of the institution from which they had graduated.

The process of decision-making for comprehensive colleges, as for community colleges, was an extremely simple matter. Lacking organized internal and external interest groups, the decisions reached by the president could be implemented to the extent the legislature agreed to fund them. An effective president with support from key legislators was able to secure buildings, establish and staff new programs, increase enrollments, and even achieve a redesignation as a

university with little interference. The result was that those institutions with the most politically astute and ambitious presidents grew at a faster rate than their sister institutions. Such growth did not occur as a result of in-depth planning, a fact which became apparent with the almost simultaneous occurrence of the steady state and collective bargaining.

Policies growing out of presidential decisions and legislative collaboration were not always put into writing. Thus, the perceptions of faculty members varied concerning the priorities and values at any given time. This did not pose a serious problem during lengthy presidential tenures—a prevalent practice among some comprehensive colleges—until the advent of student activism. When the same individual had been president for two decades or more, only limited need existed to place policy decisions in writing. When presidents with lengthy tenures were replaced by individuals desirous of making changes, while functioning in the same unilateral mode as their predecessors, the stage was set for serious conflict.

Of course, the feedback processes in comprehensive colleges, as in community colleges, were subject to serious distortion for comparable reasons. In both environments, the bureaucratic nature of the decision-making process inhibited accurate two-way communication. The lack of adequate feedback mechanisms resulted in inadequate preparation for collective action by the faculty, adding to the problems of adjustment faced by the colleges under a new form of decision-making.

Summary. In summary, the types of institutions studied in this research and reported in this monograph are those which have not had extensive experience with active faculty involvement in campus affairs. These types of institutions all have histories of authoritarian administrators and disinterested faculty. The specifics of each institutional history will be discussed briefly in their respective chapters.

General Framework

This investigation is based on a simple chronological framework of events that occur in the collective bargaining process. In preparing the studies and in conducting field work, we were guided by this chronological framework, and it would appear appropriate to spell out some of its major elements.

In the public sector it is commonly required that a collective bargaining law be passed before bargaining can occur, although there are exceptions in such states as Ohio and Colorado. The external environment, then, was a subject of investigation both prior to and concurrent with our visits to individual institutions. In analyzing the environment for collective bargaining in the state, we were interested in obtaining answers to such questions as the following where such information was available and pertinent:

1. What are the features of the prevailing collective bargaining legislation?
2. What is the political climate for public employee and/or faculty bargaining in the states?
3. What structures exist for handling faculty bargaining at the state level?
4. To what extent have existing state level mechanisms been modified to deal with faculty collective bargaining?
5. To what extent has campus autonomy been effected by collective bargaining?

This investigation of the external environment is not reported in great detail in this monograph since it has been reported elsewhere Mortimer (1976).

The second major stage of the collective bargaining process is determining an appropriate bargaining unit. In our investigation, we were concerned about such basic questions as the composition of

the bargaining unit, the status of department heads, whether bargaining was systemwide or institutional, and the impact of these on existing relationships.

The third stage of the process of collective bargaining is the collective bargaining election. We sought to determine which agents were on the ballot and what the major issues in the collective bargaining campaign were. Was it largely a contest over inadequate salaries or were other factors equally or more important?

The fourth stage of the bargaining process is the negotiation of a legally binding contract. Here we sought to determine what issues were important in the negotiation process and what eventual agreements were reached. We were also concerned about some of the structural and mechanical aspects of the bargaining process, including who represented management and what role existing institutional administrators held in bargaining.

The fifth stage of the collective bargaining process is contract administration. Here we were interested in what issues found their way through the grievance procedure. We sought to determine how administrations organized themselves for contract administration and what problems there might have been with this organization.

Throughout the stages of the collective bargaining process, we were sensitive to the need to investigate such subtle and yet pervasive factors as administrative approach to collective bargaining, administrative style, the level of tension and/or animosity associated with the process, and the dynamics of political compromise.

Data Collection

During a four-month period, we visited each of the six institutions. Union and administrative officials granted permission to conduct the visit, and its purposes were explained in some detail.

We asked the administration's representative to schedule appointments with union officials and faculty members who had been active in the various stages of the collective bargaining process.

In addition, we spoke with administrators, including the president, vice president, and chief contract administrator. Prior to the campus visits, documents and contracts were analyzed in order to better understand the dynamics of campus governance and politics prior to the visit.

During the three days that the two authors spent at the campus, at least twenty separate individuals were interviewed. An interview guide was chronologically organized according to the major events of the collective bargaining process delineated above. Notes were taken during the interview and subsequently dictated and transcribed as soon after the interview as possible. The typed copy of these interviews became a primary data source. The third day of interviews were conducted by one person while the other dictated an interpretive summary of the institution's experience with collective bargaining. This summary, designed to preserve the richness of our impressions after two days on the campus, served as a basis for critique and revision based on interview material and documentary analysis. It comprises the basic substance of the cases reported in chapters 2 through 7.

While we were systematic in gathering data and analyzing documents, the strength and weakness of these studies relies on the experience and knowledge of the two researchers. We make no claim to have interviewed all the relevant individuals involved in the bargaining process at the institutions. We make no claim that the institutions are representative of all those where the faculty have unionized. We make no claim that the experiences of these six institutions will be repeated or have been repeated in other institutions. The reader will have to make such judgments.

In our review of the literature and in our final chapter, we attempt to place the findings and experience of these six institutions within the context of general developments in faculty collective bargaining. We argue that the particular strength of our approach to studying the impact of collective bargaining on governance is the

preservation of the individual institution's cultural and political response in dealing with the process of faculty bargaining. We believe that these individual studies will be of use to faculty and administrators who are contemplating collective bargaining at their own institution.

CHAPTER II
REGIONAL UNIVERSITY

Introduction to Regional University

This university was created from the merger of two institutes in the early 1960s and has its own Board of Trustees. At the present time, it has approximately 300 faculty members organized into five colleges, a library staff, and approximately 5,000 undergraduate and 70 graduate students. While the campus is predominantly for commuters, there are residence hall facilities for 650 students and facilities for another 650 under construction.

At the present time, there are four major line officers who report directly to the president: the Treasurer, the Dean of Administration (a new position), the Dean of Faculty, and the Dean of Students. These individuals form the Executive Advisory Committee on which the assistant to the president also sits. The president meets with this committee from time to time, but there are no specific descriptions of its responsibilities.

In addition to the Executive Advisory Committee, there is also a Council of Academic Deans which includes the deans of the five colleges, the chief librarian, and the director of continuing education. Their recommendations go to the dean of faculty, who may discuss these recommendations with the Executive Advisory Committee or take them directly to the president. Once each week, the Executive Advisory Committee and the council meet jointly with the president. Approximately half of these meetings involve general discussion; the other half deal with substantive issues.

Two other components of the governance structure of the institution should be noted. One consists of those committees which are called for u[illegible] the Federation Agreement with the Board of Trustees. The other is the vestiges of a Faculty Senate committee structure and organization. These will be discussed later in this report.

Chronology of Events and Issues Leading to Collective Bargaining

The particular course that collective bargaining has taken on this campus cannot be separated from the historical antecedents of the university. When the decision was made in 1960 to merge the two preexisting technical institutes, the Board of Trustees advertised for an executive secretary. After a period of screening lasting approximately a year, the board employed a president rather than an executive secretary in 1961. This initial act by the board, as well as the personalities involved, created the climate for some serious conflicts that developed during the following decade.

The conflicts arose from perceived and real differences in treatment of the old faculty members of the separate institutes, most of whom lacked the doctorate, and the new faculty members of the merged institution, the newer faculty were, for the most part, recent graduates of traditional doctoral programs. In addition, during an early stage of his tenure, the president announced that he would be selective in accepting faculty from the two previously existing technical institutes into the merged institution. While the rights of faculty members on the two preexisting campuses were, in fact, protected by the legislation which merged the two institutions, this action by the president established a climate in which his decisions were perceived as unfair to the older faculty members. While some of the actions of the president may be explained as misinterpretations, it would appear that, in fact, a large number of discriminatory personnel actions were taken against those faculty members not possessing doctorates. For example, the president established a "red line" beyond which he would not allow faculty members without doctorates to advance in promotion and salary. There were also suspicions about the arbitrary and capricious nature of tenure, promotion, and merit increase decisions.

A number of the staff members pointed out that the actual number of dismissals was relatively small. Nevertheless, by the time

the Federation began to emerge as a potential collective bargaining agent on the campus, the institution had developed a history of perceived inequities on faculty status decisions.

By 1968-69, the Faculty Federation was formed. Its key leadership came from the merged campuses. In addition, an uneasy coalition had developed between the older faculty members and some of the newer faculty members, who were concerned about the lack of attention to academic programs and to quality standards as well as the very limited involvement of faculty members in the decision-making process. It is probably safe to say that a major factor in holding the coalition together was the mutual dislike of the president.

Unit determination hearings proceeded without significant problems. The stipulated unit included teaching faculty, department chairpersons, librarians (other than the director of the library), and professional technicians. The federation received 90 of 154 votes cast in the election.

Contract Negotiations

It took approximately nine months to negotiate the first contract. (The administrative team had five members, and the faculty team had six.) The dean of fine and applied arts served as management's spokesperson, while the union used a professional staff person from the state office of the union.

Administrative inexperience, as well as outside intervention, produced a number of false starts and led to some significant problems in the negotiation of the first contract. Two labor consultants, sent to the negotiations to represent state government, apparently did not recognize the nature of previous university problems and advised a line of negotiations inconsistent with the point of view held by the college administrators. This insensitivity, which led the consultants to present a position to the board entirely at variance with agreements

reached earlier in the negotiating session, forced the board's negotiating team to renege upon previous commitments made at the bargaining table. The board's team lost face, and the federation walked out. While the walkout seems to have been limited to a relatively small number of the total faculty, these faculty members did picket the places of business of members of the Board of Trustees, an activity that led to a court order banning picketing and prohibiting unauthorized persons from coming on campus. The action also led the Board of Trustees to request the two consultants to terminate their role in negotiations. The Board then employed an attorney as the legal counsel and chief negotiator for their team. From that point, the negotiations proceeded much more smoothly.

The goals of the union in the first contract included greater faculty participation in governance, faculty control over faculty status decisions, and the correction of inequities in teaching load and salaries, as well as greater job security in matters related to renewal and tenure.

There seem to have been no clearly articulated administrative goals. In the first contract the administration mainly reacted to faculty demands. It should be noted that during this same period, the period of high student activism, the Board of Trustees was under considerable student pressure as a result of previous personnel actions. Two hundred people attended some board meetings! In one instance, the president of the college required police protection to pass through a student group as he left a board meeting. Certain eventual changes in the membership of the Board of Trustees, which resulted in some of the more "conservative" members being replaced by members who were perceived to be more "liberal," were probably instrumental in producing the first contract.

The second contract occurred under circumstances vastly changed from the first contract. The president had changed, and the new president was a very popular administrator. More confidence and trust had developed among students, faculty, and administration. In addition, the board chose to reduce its negotiating team to two

major people. One of these was employed from out of state as a neutral professional; the other, a member of the college's administrative staff, was the administrative spokesman for the first contract. The second contract was negotiated in nine days. Moreover, its acceptance by the board and the federation was sufficiently positive to put the agreement into effect six months prior to the expiration of the first contract!

Content of Contracts

The first contract, which ran for three years, was comprehensive in scope and gave the federation the level of recognition and centrality to the campus governance process that it had desired. Among the more important achievements from the federation's point of view was the correction of inequities in working conditions and in salaries. In this regard, one goal was to remove the distribution of what ever merit monies were made available by the legislature from the scope of the president's decision-making authority.[1] While not accomplished fully in the first contract, this goal was essentially achieved when the second contract was negotiated. The first contract also dealt with a wide range of personnel procedures including promotion, workload, procedures for tenure and due process; the role of various college administrators; and a proper grievance procedure. Perhaps most significant within the area of personnel actions was the establishment of seven academic councils, one for each of the smaller colleges and three for the larger College of Arts and Sciences. The recommendations of these councils in promotions and tenure

[1] The amount of money for faculty salaries was not, under the prevailing statutes, a permissible subject of bargaining. The negotiations concentrated on the appropriate distribution of whatever merit funds were made available by the state legislature. Merit monies were defined as funds appropriated over and above cost-of-living adjustments and normally were on the order of five per cent of salaries.

could only be overturned for "unusual and compelling reasons." It seems fair to observe that the first contract did provide the basis through which the Federation was able to move into a key decision-making role in all areas of major concern to the faculty.

The second contract contained a number of significant changes. First, the document itself is much more a comprehensive statement on governance and less a collection of personnel procedures. In addition, the strong influence already secured by the faculty through the first contract was increased through the formation of additional faculty bodies that further limited the scope of administive decision making on personnel matters. One significant change involved the establishment of the right to submit a grievance to the Academic Council, thus establishing the federation's capability to deal with substantive as well as procedural issues in relation to faculty grievances. Also incorporated in the second contract were a procedure through which the department initiates the selection of new staff members and a clearer specification of the reappointment procedure.

The contract established faculty evaluation committees and added a University Council with the responsibility of reconciling recommendations from the various colleges. When recommendations on reappointment are inconsistent, these bodies reconcile them and, in effect, remove deans and the president from having to make the key personnel decisions. It should be noted that such decentralization of decisions to faculty bodies was as much a goal of the administration as it was of the federation. (For example, the impetus for the University Council came from the administration.) Both parties wanted to force decisions down into departments rather than let them rise to higher faculty or administrative levels (see section on "Faculty Committees").

The second contract also dealt with the issue of student involvement in governance and made important concessions to students. The first concession was an agreement to use student evalua-

tions in personnel decisions. While this provision was weak, it was still very controversial among the faculty. The second concession involved naming students to the curriculum committees at the departmental, college, and university-wide levels.

It is significant to note that the federation initially ignored the role of students in the governance process. The decision to write provisions relative to student governance into the second contract came as a result of a confrontation that occurred between students and the federation at the second of three student retreats held at an off-campus location. In essence, the student leadership, supported by some dissident faculty members, backed the federation officers into a corner where the officers felt that they had to make some concessions in order to reach accommodation with the students. Again, it must be remembered that this was during the period of student activism. The federation officers had some difficulty in selling student involvement to federation members, but the federation has had the benefit of strong and effective leadership and they were able to carry the dues-paying union members in the vote on this issue.

Faculty Committees

Because the faculty committee structure is detailed and significant, it needs to be discussed separately here.

The contract establishes a wide range of committees that deal with academic as well as personnel matters. This is particularly true of the second agreement which, as previously noted, has a much broader scope than the first. Probably the most important personnel committee is the College Academic Council. This council, formed through the election of one representative from each department within the college, makes the crucial decisions on tenure, renewal, promotion, and merit salary increases. The University Council, which is composed of faculty members elected from the academic councils, is perceived by some as a device for limiting the influence of the

College Academic Councils, but the general consensus is that the second contract does not really accomplish this. At most, it would appear that the University Council can reconcile some recommendations involving problems that otherwise would have to be resolved by the decision of the president.

There are also a Department Curriculum Committee, a College Curriculum Committee, and a University Curriculum Committee. Students are equally represented on all three committees. The assumption is that department committees can make decisions that do not affect anyone outside of their department subject only to approval by the dean of the college. College committees may make decisions that do not affect anyone outside the college, again subject to approval by the dean of the college. The University Committee deals with issues involving more than a single college or proposals that must ultimately be acted upon by the board and that will require allocation of additional resources.

It is clear that the arrangement as currently defined has some problems, including the opportunity to establish a new major by accretion. Apparently, a department added courses over a period of time that did not affect anyone outside of the department. Ultimately, it was able to go to the college and university committees and support its case for the establishment of a new major by pointing out that the major would not require the addition of any new faculty members. Another problem involved the similtaneous planning for and implementation of courses in computer sciences by two separate colleges.

The contract also calls for departmental faculty evaluation committees that have, among other things, responsibility for administering the student evaluation of teaching effectiveness and the peer evaluations. Several additional committees are called for under the terms of the agreement. The search for the dean of a college requires a nine-person screening committee consisting of three tenured faculty members appointed by the federation, ~~three individuals appointed by~~

~~the federation,~~ three individuals appointed by the president, and three students selected by the Student Senate. Federation representatives feel that the decisions of the screening committees would be considered binding upon the president under current circumstances. Federation representatives expressed some apprehension about the consequences of removing from the president the right to select his own chief advisors. Interestingly, the contract does not specify that the recommendations of these committees should be binding, but it is clear that current practice would support the interpretation of the committee recommendations as binding upon the president.

There is also a committee on governance, which seems to represent an attempt to incorporate any decision-making areas that may have inadvertently been omitted in other sections of the contract. There is also a committee on standards and evaluations of candidates for appointment, reappointment, promotion, and tenure. The institution appears at the present time to be continuing its rather relentless pursuit of making subjective decisions as objective as possible. Finally, there is a committee on sabbatical leave. The membership of all of these committees is elected from the faculty according to conditions specified in the contract.

None of the committee members need be members of the federation. It is important to note that these are *faculty* committees and are independent of federation control.

In addition to the committees names above, there is a Faculty Federation Grievance Committee composed of federation members. This committee apparently acts to try to resolve grievances at level one, but its recommendations do become a part of additional processing of grievances at higher levels.

Contract Administration

Under the terms of the first contract, there was an overwhelming tendency for every problem to land on the president's

desk. This proved to be the final undoing of the first president of the university, whose inconsistencies in decision-making became obvious in the processing of grievances. The president was in office for one year after the first contract went into effect. He was then on leave for a period of time, after which he was given a choice by the board either to resign or to be fired. He chose to resign.

During the first year of the first contract which was the last year of the first president's administration, there were approximately twelve grievances, all but one of which involved non-renewals. The twelfth involved a transfer between departments. Of these grievances, ten went to the Board of Trustees and two went to arbitration. Both of the two that went to arbitration were lost by the federation. Of the ten that went to the board, five were won by the federation. After the first president left, there were five more grievances under the first contract. All five were non-renewal or termination cases and the union won them all—three at the dean of the faculty level, one at the presidential level and one at the Board of Trustees level.

Under the terms of the second contract, twenty grievances had been filed and resolved as of our visit. Six of these involved promotion; five were on merit salary increases; five were on contract renewal; two were on the ranking of faculty members within the departments; one was on a tenure decision and one was on course assignments. Of these grievances, six were resolved at the Academic Council level, ten at the president's level, and four at the Board of Trustees level. None of these grievances went to arbitration.

Interview respondents suggest that the more serious grievances relative to tenure, contract renewal, and promotion have been resolved in favor of the individuals filing them. This is very consistent with other comments that "if you are hired at this institution and stay alive, you are absolutely certain of getting tenure."

The actual score card would seem to divide fairly evenly, with ten grievances being denied by the Academic Council, the president, or the board. Eight were resolved in favor of the grievant, two

of these by the Board of Trustees. The remaining two grievances were compromise solutions.

The impression is created that the federation has been quite effective in representing the faculty point of view in personnel decisions. Even where compromise solutions are worked out, these generally favor the grievant. For example, we were advised of a situation where two faculty members, who were denied sabbatical leave in a given year, agreed to withdraw their grievance upon assurance that their names would be at the top of the sabbatical leave list for the following year.

Both contracts contained provisions for continuing consultation between the parties. The federation views the meetings with the president as extremely important.

These meetings do not seem to be decision-making meetings so much as a forum where agreements are reached, preventing the types of decisions that could eventually lead to a form of grievance or to other significant problems.

Impacts of Collective Bargaining

Governing Boards

It is difficult to assess the impact of collective bargaining on the governing board of this institution. The president reports that the contract reduces the "random behavior" of board members, who are no longer free to take actions in accordance with their personal values. The contract serves both to restrain board action and to justify administrative action when such action is consistent with the terms of the contract. There is also, according to the president, less direct contact between faculty and trustees. During the early days of the institution, when significant problems existed between the faculty and the administration, it was common for faculty members to go directly to trustees with their problems. With the advent of the contract and the resulting increase of faculty influence in the decision-making process, most faculty members now regard the channels that

have been provided as the more effective way of getting good board decisions. In underscoring this point, the president describes the college as an institution of laws rather than of men.

Academic Administration

It seems clear that academic administration has changed significantly. To what extent these changes can be attributed to a new president's style, as opposed to the constraints of the contract, is difficult to say. The new president has decided to flatten the administrative structure. This has led to very limited role differentation, with some resultant ambiguity about what kinds of problems are most effectively dealt with by which administrators. The fact that the deans of the colleges and the other deans meet frequently with the president further reduces the likelihood of a given activity being carried out by any particular administrator in the absence of consultation with his colleagues and probably with the president.

Some of the deans of the colleges expressed a feeling of isolation from their faculty. The central location of these deans in the administration building places them in close proximity to the president but limits the extent of their interaction with departments. Since the departments themselves are located in various buildings around the campus, the only effective administration at the department level is the department chairperson. Department chairpersons are members of the bargaining unit, so this raises questions about the extent to which administrative influence extends downward into the various colleges and the departments of which they are composed.

Early in his tenure, the new president stressed openness in administration. He adopted the slogan "no secrets, no surprises, no reprisals." This aspect of his administration, together with a flattened administrative structure, has put a premium on high levels of communication. High communications levels; the large number of committees, councils, and other consultative bodies; and ambiguity about who is to consider what issues at what time has resulted in a very

diffused decision-making process. Certainly, this is the clearest example of a pluralistic political-process model of decision making that we have ever encountered. Groups seem to have mutual veto power over certain decisions, and many respondents argued that it is difficult to specify exactly where decisions are actually made. The decisions which are reached seem mostly to involve personnel issues, and these are usually resolved in a way congenial to the Faculty Federation. A good case could be made for asserting that the only time the administration gets involved in personnel decisions at all is when the faculty cannot agree among themselves. There also seems to be a fairly effective response to external forces, at least as evidenced by the institution's reaction to an aborted attempt by the legislature to merge the university with another one in the state. However, in matters related to planning, budget development, allocation of resources, and institutional goals and priorities, the incremental approach appears to be dominant.

Prior to the advent of collective bargaining, the deans formed a rather powerful force in institutional decision making. Since the advent of collective bargaining, deans no longer have a high level of influence either on personnel actions or the allocation of resources. They seem to continue to have some influence on curriculum matters, but such influences appear to be generally exercised to support departmental decisions. Some feel that deans have more opportunity to become involved in the discussion of problems with faculty members now than was the case previously. This is probably a reflection of the improved degree of confidence and trust that now exists on the campus.

One of the complicating factors in assessing why the influence of middle level administrators has lessened is the political leadership style of the president. Both he and his administrative colleagues agree that his administrative philosophy conceptualizes the university as a political community and the president as a political leader. His style, then, is highly consultative and sensitive to political factors. He

resolves conflict by trying to "confront unreasonable people with unreasonable people." He argues that "administrators operate on the margins of the decision-making process."

Under his urging, the institution has concentrated on decision-making as a process, almost independent of the outcome of the process. The extreme proliferation of committees, some of them generated by administrative endorsement, supports this concept of process-oriented governance. It is very likely that a part of the current situation is a consequence of the very unhappy experiences of the institution in the days prior to the appointment of its existing president. At the same time, administrators and some faculty are increasingly concerned about the institution's apparent inability to consider matters related to curriculum and academic standards and to reach effective decisions in any reasonable time frame. The revival of the Faculty Senate, which is discussed later, seems closely related to this observation.

Faculty-Administration Relationships

There can be little doubt that relationships with the faculty have improved significantly under the terms of the contract. Again, however, one must ask what would have happened to relationships had the institution simply changed presidents without negotiating a contract. Even with this caveat, there are still a number of significant developments concerning the faculty that have contributed to the improvement of relationships.

One significant contribution of the contract was to establish written policies. Previously, the institution had operated without such policies, leaving many of its actions open to considerable latitude based on the interpretation of the individual taking the action. The contract has formalized the decision-making process and, to a considerable extent, rationalized it. This has, of course, created the need for more bureaucracy and for more documentation. Faculty

members recognize that the amount of paperwork currently required may be excessive and that, under any circumstances, it is extremely time consuming for those who are most centrally involved, such as department chairpersons. At the same time, they see this increased workload as preferable to the sorts of problems that the institution experienced earlier when there was little documentation. The establishment of the committee on standards under the second contract represents an effort to objecify, to an even greater degree, the decisions that are made about individuals. Inevitably the work of this committee must result in the generation of even more paperwork.

The contract has made the faculty the dominant force in personnel decisions affecting individuals. It seems clear that the federation operates in close alliance with the administration and that the degree of accommodation is mutually satisfactory to the administration and the federation. The criticism of small splinter groups, such as the campus AAUP, that the union is not really a union and that it permits deviations from the contract when individual contracts are negotiated, serves to emphasize the extent to which it is difficult to discern where federation decision-making leaves off and administrative decision-making begins.

Faculty Role in Governance

Institutional processes seem designed more to provide forums in which people can talk about decisions than to provide procedures through which decisions can be reached. The high degree of emphasis upon extensive discussions in an effort to produce consensus seems to be consistent with several assumptions of the political model as articulated by the president. It is clear that the processes relieve tensions and that they tend to impede decisions from being made until a crisis occurs which compels an immediate response. The issue of faculty role in governance must be discussed within this context.

Prior to the negotiation of the first contact, a weak Faculty Senate existed. The senate was composed of 50 elected faculty members with the president making the 51st voting member and serving as the president of the senate. The elected vice-chairperson of the senate served as its moderator. The various deans were ex officio members of the College Senate but did not possess voting rights.

Whatever power the Faculty Senate did possess was perceived to be taken over by the Faculty Federation and the Faculty Senate lay dormant for a considerable period of time. It did elect officers and the organization itself was preserved, but clearly, the senate existed at the tolerance of the federation and had no specifically designated role.

In addition to the Faculty Senate, a number of committees existed which reported to the Faculty Senate but were not actually senate committees in the sense that the senate appointed them. Committee appointments were made by a Committee Assignment Board composed of administrators and faculty who recommended committee membership to the president. The president had the right of vetoing a particular member but could not initiate a nomination. There were committees on research, student affairs, admissions, buildings and grounds, and academic affairs. While some committees (research was given as an example) have apparently worked with specific administrators from time to time, there is little evidence to suggest that these committees have any clear role or set of responsibilities which they have performed during the past five years.

Just prior to our visit, a committee was formed to examine if the senate had a purpose and, if so, what that purpose was. More recently, an agreement has been reached between the president and the current chairman of the Faculty Senate which provides that recommendations from the Council of Academic Deans as well as recommendations of a University Standing Committee will be reported to the Faculty Senate in certain areas of jurisdiction. Recommendations of the Faculty Senate will be forwarded to the

president. The president must either accept or veto the recommendations. If he vetoes the recommendations, the senate has the privilege of overriding the veto by a two-thirds vote. If a veto is overridden and does not require board action, the recommendation must be implemented. If the veto is overridden and does require board action, the president is obligated to take the senate recommendation to the Board.

While this procedure sounds formidable, the problem remains of defining the Faculty Senate's jurisdiction. In point of fact, most areas including curriculum and standards have already been preempted by the federation. Suggestions have been made that the senate might deal with issues related to grading policies, graduation policies, and similar academic matters. It is clear, however, that anything the Faculty Senate is permitted to undertake must have the support of the federation. In recognition of this fact, the president has suggested to the Faculty Senate that its executive committee meet with a committee from the federation to try to reach agreement on those areas where the senate can be active. While the Faculty Senate, under its current agreement with the president, could become a more important influence in institutional decision making, whether or not it achieves this role will depend upon the federation.

Given the fact that the federation will be a controlling influence on what happens with respect to the senate, the question can legitimately be raised as to why effort is currently being exerted to revive the senate. There seem to be a number of answers. Some administrators and a few faculty are significantly concerned about four points: first, the process of arriving at decisions in noncontractual areas is not as precise or well developed as in contractual areas; second, the institution has apparently concerned itself almost exclusively with personnel matters to the detriment of its program of instruction, research, and services. Third, the administration supports the senate as one additional pluralistic device to help channel the energies of those who might be critics of either the administration or the federation. If the attention, for example, of the AAUP can be

diverted into the Faculty Senate as an open forum, it is less likely that the members of the AAUP will have the time or the energy to carry their concerns to either the federation or the administration. Finally, it would seem that among the federation members themselves, there is some degree of uneasiness about the extent to which the contract should dominate all of the decision-making processes of the institution. To the extent that the federation becomes more broadly involved in institutional governance, it would have to expand its constituency and reduce its emphasis upon its original reason for being—the insurance that personnel decisions were made in accordance with faculty preferences. As the federation becomes more broadly involved, the opportunities for differences of opinion to develop and weaken the internal cohesion of its ruling cadre are likely to proliferate. Federation interest in the senate stems in part from a preference that those activities which are not central to the welfare of faculty members be carried out in a form that will not weaken support for the federation when it deals with matters related to faculty welfare.

Union Role in Governance

From the foregoing comments it can be concluded that the union and the administration have reached a mutually satisfactory accommodation. In effect, their goals are the same—a peaceful campus and substantial faculty control over faculty status decisions. It is also clear that these goals have been attained to a considerable degree. The fact that the federation is operating in cooperation with the administration is evidenced by several factors including the relatively limited number of grievances and the fact that most grievances are resolved informally at the lower levels of the university. The fact that the hostility of splinter groups, including some dissidents on the senate as well as members of the AAUP, is directed against the union rather than the administration is additional evidence of the degree of accommodation between faculty and administrators.

The union is perceived to be very conservative. Through the development of written policies and their incorporation in a contract, the union has established its role in issues of importance to the faculty. In addition, the procedures that have evolved are practically a guarantee of stability, since it is almost impossible to make any decision that is not absolutely essential to the institution's continued existence. It is likely that the union will continue to be a force in support of the status quo. One question that must be addressed in the future is whether the union's influence within the university has become so powerful that even necessary change may become impossible. This matter is of concern to some faculty members who belong to the federation as well as to administrators.

Impact on Students

The initial contract made no mention of students and had little or no effect on their involvement in governance. The federation would probably have continued to ignore the student role in governance had federation officers not been confronted by students at one of a series of three senate retreats attended by faculty, students, and administrators. It should be noted, however, that the federation did provide a focal point around which the student protest could be lodged and through which students could secure an improvement in their status in institutional affairs.

As a result of the second contract, negotiated after the federation reached accommodation with student leaders, students have gained influence through their involvement in the evaluation procedures used to make personnel decisions. They have also been accorded equal representation with administrators and faculty on committees that make decisions related to curriculum. However, a problem has developed because the students who pressed for these concessions are no longer at the university and these opportunities for participation in governance are not viewed in the same way by the current student

body as they were by the earlier student leaders. As a consequence, the student evaluation has proven very disappointing because it fails to discriminate among faculty members. While this may be partly a consequence of the evaluation form that is being used, it seems also related to the attitudes of students who complete the forms.

It also seems quite difficult to get students to participate in curriculum matters. This problem is attributed to the selection procedure for students which is written into the second contract. Under the terms of that contract, students are selected by the Student Senate. It would appear that the Student Senate is not discharging this responsibility with any great degree of vigor or excellence. One of the changes proposed for a subsequent contract is a change in the method through which students are selected for assignment to committees.

A final effect of the contract, and again this impact must be assessed in terms of new leadership styles, involves the general stabilization of relationships with students. The existence of written procedures, the end of dismissals without due process and ample documentation and the inability of faculty members to mobilize students against administration who no longer really make the personnel decisions, has, in the president's words, "reduced random student behavior." Again it should be noted that during the same period that the contract has been in effect, there has been a marked reduction in student activism on all campuses including those without collective bargaining. Consequently, this final impact must be interpreted with some caution.

Impact on Other Staff Members

In addition to the Faculty Federation, two other unions exist on campus, a clerical union and a maintenance union. The fact that all other segments of the institution are represented by a union led middle management, as represented by the nonteaching professionals, to feel that they have been left out and ignored in the affairs

of the university. This feeling of exclusion from the affairs of the university, combined with two other factors, led to the decision by middle management personnel to form their own union just prior to our visit. Most of the staff members involved carry such titles as Assistant Director, Staff Assistant for Purchasing, Coordinator of Veterans Affairs, and Career Counselor and are located in the Offices of the Treasurer and the Dean of Students. In determining the bargaining unit, the only position at issue was that of comptroller, one of four individuals reporting directly to the treasurer. This difference of opinion was resolved with the agreement that the comptroller could become a member of the bargaining unit.

In addition to the general feeling of being left out and cut off from communication with the president, at least two other factors were involved in the decision to organize. One of these, and perhaps the most important was the passage of new collective bargaining legislation. In effect, the legislation was interpreted by many middle management personnel as follows: "If you do not organize, there will be no one in the capitol representing your interests and you will be left out insofar as merit increases and other benefits and salary increases are concerned." In addition, there was some concern about job security. Middle management personnel perceived that their concerns were communicated upward through a hierarchical structure and reach the president, if at all, in a form very different from their original intent.

The middle management personnel chose the Faculty Federation as their bargaining representative. This has led to a considerable amount of consternation on the part of rank-and-file faculty members who were not informed that the election was to take place or that the federation was on the ballot. There was no contest about the bargaining representative in the election. The Faculty Federation has achieved a formidable reputation during the past five years as an effective advocate for its members. The concern of the faculty is that the incorporation of a second unit under the existing federation

chapter will dilute the concerns of the federation and may make it more difficult for the federation to press for those issues of highest priority to faculty members.

Indirectly, one might conclude that the major impact on middle management personnel of collective bargaining has been to persuade them that if they do not organize they will be left out of involvement in institutional affairs and may not receive a fair shake from the legislature.

Impact on the Budgetary Process

On the surface it would appear that the contract has had little if any impact on the budgetary process. While the first contract did considerably limit the first president's freedom to distribute merit salary funds and the second contract completed that process by placing responsibility for merit increases in the hands of the faculty, the actual administration of the budget and the allocation of resources is not mentioned in the contract. It can be argued, however, that the existence of a Budget Review Advisory Board—a group which did not exist prior to the tenure of the current president—is, in part, related to the development of collective bargaining. Again, this is an instance where the extent to which the existence of this board can be attributed to collective bargaining as opposed to the extent to which it should be attributed to the style of the current president is problematical. Nevertheless, the board does exist; it is advisory to the president, and apparently its advice is important in the determination of how available funds are distributed among the various colleges.

The board consists of three faculty members and the treasurer, the dean of faculty, the dean of administration and the dean of students. The Budget Review Board approves the "asking" budget. Of course it is recognized within the university that the asking budget will not be the same as the funds actually appropriated

by the legislature, so the much more important role of this board is the allocation of funds once the amount of the appropriation becomes known. There is some evidence to suggest that the dean of faculty plays a significant role in this determination, perhaps a stronger role than some of the deans of the colleges would like to see him play.

Chapter Summary

To summarize Regional University's experience with collective bargaining, we will give highlights here in the same order as they were discussed in the chapter. (This format will be followed for each successive chapter.)

Background

Regional was motivated to engage in collective bargaining primarily because the president, following the merger of the two technical institutes that became Regional, was perceived as unfair to the older faculty members, many of whom did not possess the doctorate. The federation emerged, as a response to perceived inequities. Further, a coalition of old and new faculty wanted to counteract the president's actions about academic programs, standards, and to assure greater faculty involvement in decision making. A dislike of the president was undoubtedly a strong factor in organizing faculty support for the union.

There were no problems in unit determination.

Contracts

The first contract, which took nine months to negotiate, dealt mainly with greater faculty participation in governance; faculty control over decisions about faculty; and the resolution of inequities

in promotion, workload, and tenure decisions. It established a grievance procedure. The administration appeared to have no agenda for this contract but mainly reacted to faculty proposals. Negotiations were fairly adversarial with at least one major stalemate.

The second contract was negotiated much more smoothly and with greater confidence and trust inspired, at least in part, by a new, popular president. It took only nine days to negotiate and was impelemnted six months prior to the expiration of the first contract! It was a more comprehensive governance document, and provided for greater faculty control over personnel matters; it also provided for greater student involvement in decisions.

Contract Administration

During the first contract, 17 grievances were filed, dealing mainly with non-renewals. Twelve were filed the first year. The federation became increasingly capable in dealing with grievances each successive year the contract was in force. In the second contract, twenty grievances, on a wider variety of issues, were filed; the majority concerned promotion, merit increases, and contract renewal. The federation has won about half of these.

Impacts

The impacts of collective bargaining at Regional are difficult to assess because, although definite changes exist, the new presidential style is much different from the old. He employs a pluralistic political-process model based on extensive consultation and diffused decision-making so that it is often difficult to tell where the federation and the faculty leave off and the administration begins. This difference must constantly be borne in mind in assessing the new style of governance at Regional.

The faculty have definitely gained influence through the federation, which has achieved a reputation as a strong faculty

advocate, usually getting its way with regard to personnel matters. The influence of greater numbers of faculty is achieved through the detailed committee structure which is part of the contract. The group which seems to have suffered most is the deans, and it no longer appears to have as much influence over personnel matters or resource allocation as it did before collective bargaining.

The Faculty Senate is weak as before, its areas of jurisdiction, unclear. Whatever the senate becomes will be at the sufferance of the federation, which appears to want some other governance mechanism to represent the faculty voice in non-contractual issues.

Administrative relations with the faculty are better. Written policies have been developed and decision-making is more formalized and somewhat rationalized. The institution is more bureaucratic, but the faculty prefer this to the former situation which they perceived as arbitrary. The federation and administration cooperate, and relations are mutually satisfactory. Institutional processes have been established to provide a forum within which the two groups can meet and discuss and where issues, mainly those concerning personnel, are decided.

Some attempts are underway to revive the Faculty Senate as a countervailing force to the federation which some feel has become overbalanced toward personnel matters to the detriment of the university program of instruction, research, and services. It could also serve as a means of attenuating criticism of the federation and as a general force to provide a form of governance other than a purely contractual one.

The student role negotiated into the second contract is withering under lack of interest by the current student group, none of whom were around when the contract was negotiated. Middle management has unionized, with the federation as its representative, in order to provide advocacy for its own needs which, they feel would otherwise go unmet.

The impact on the budgetary process appears slight if we look only at the contract, which contains no discussion of the budget or

the allocation of resources. However, a Budget Review Advisory Board, whose advice to the president apparently is important, does exist. Again, it is difficult to tell to what extent this board's existence is due to collective bargaining or to the style of the new president.

CHAPTER III
URBAN STATE COLLEGE

Introduction to Urban State College

Urban State College was founded in the 1870s as a normal school. It became a teachers' college in the 1930s and a full-fledged state college in the 1960s. The college is organized into 26 departments and offers degree programs leading to the bachelor of arts, the bachelor of science, and the master of science degree. In 1974 the college's enrollment was approximately 3,000 full-time equivalent undergraduate students and 140 full-time equivalent graduate students. In addition, the college offered a continuing education program involving an estimated 2,100 students.

Like most institutions of its type, the college experienced rapid enrollment growth during the sixties, with the number of students enrolled tripling from 900 in 1960 to 2,700 in 1970. The college has continued to experience some modest growth in the early seventies, at least partly because of the construction of the first residence halls which were occupied in 1973. The college continues to be predominantly a commuting school with less than one-sixth of its total enrollment housed in its new dormitories. A very high percentage of the students in residence halls live within an hour's drive of the campus. Residence hall students exercise a disproportionate influence in the governance processes of the institution in relation to their numbers, with the major officers of the Student Senate and all members of the All-College Council currently selected from among their number.

The growth in numbers of students has been paralleled by the growth in staff. At the time of our visit there were 254 professional employees, of whom 29 were classified as administrators. The classified staff numbered 106. The number of administrators has expanded rapidly during the past five years under the influence of a

new president. Prior to 1970, there were no designated department chairpersons and only five or six administrators. Department chairpersons, who are classified as members of the bargaining unit, are now elected for each of the 26 departments, and the total number of administrators has increased five fold over the last four or five years.

The annual budget request describes the administrative organization of the college (There is no policy manual). Seven individuals report to the president and constitute the Administrative Council. This council meets weekly and is the management of the college.

The remaining organizational structure for the institution is spelled out in the collective bargaining agreement. It includes departmental evaluation and curriculum committees and an All-College Council consisting of equal numbers of students, administrators, and faculty. The council's work is supported by four standing committees: the Undergraduate Curriculum Committee; the Graduate Education Committee; the Admissions Committee; and the College Affairs Committee. Again, the members of these committees are elected from among the three major constituencies of the institution.

It appears that decisions are made in the institution in one of two ways. They either come through the governance system and are accepted or rejected by the president; or they come directly from the president, who may consult with members of the administrative staff. The nature of this decision-making process as it currently functions helps to explain the conflict that has taken place between the president and the Faculty Federation: There appears to have been no buffer between the president and federation whenever the two were unable to agree on a specific decision. Faculty union leaders perceived themselves in disagreement with *presidential,* not administrative, decisions.

Chronology of Events Leading to Collective Bargaining

In 1967, the systemwide Board of Trustees issued a directive requiring the involvement of faculty members in governance. The response at Urban State College was to establish an All-College Council. In practice, the College Council was a town meeting arrangement to which all members of the college community came to discuss issues. While students were never a formal part of this council, they did attend meetings and apparently provided input to the resolutions which the council considered. The College Council had a number of standing committees, roughly paralleling the committee structure later called for under the terms of the collective bargaining agreement. Initially, the president was a member of the College Council and chaired the organization. Very early in the history of the organization, however, the council developed its own officers and established its own direction.

The period 1967 through 1970 coincided with the final three years of service of a president, first appointed in 1946, who was described as dogmatic and authoritarian. The small number of administrators during his tenure, combined with the lack of identified department chairpersons, support the general consensus that this president was responsible for making all decisions affecting the institution.

The College Council provided an impetus toward collective bargaining through two main developments. First, the president did not understand and perhaps did not really want to make a system of substantial faculty involvement in governance work effectively. As a consequence, it proved impossible to accomplish even the simpler aspects of change through the structure. Interviewees complained that committees originated resolutions that were passed by the council and then were never seen again. Thus a part of the impetus toward collective bargaining came from faculty frustration with an ineffective town meeting form of governance.

The second major thrust for organization came out of the Faculty Affairs Committee of the College Council, which furnished the leadership for the federation after it was formed. This committee invited representatives of the American Association of University Professors (AAUP), the National Education Association (NEA), and the American Federation of Teachers (AFT) to make presentations to the faculty after collective bargaining was authorized by the legislature.

Pressures for collective bargaining, then, were frustration with an ineffective governance system which tended to be dominated by a long-term domineering president, a cadre of concerned faculty (some of whom had some experience with bargaining in the public schools), and a legislative act permitting bargaining.

The election took place in the spring of 1970 between an affiliate of the AFT and a civil service organization. Ultimately, the federation was declared the winner.

Prior to the election, the bargaining unit had been determined to include the academic faculty, department chairpersons, and those professional staff members of the Learning Resources Center other than the director. The composition of the bargaining unit does not appear to have been a significant issue.

At the time the events leading to collective bargaining occurred, the former president was in the last six months of a 24-year tenure. Prior to the start of negotiations, the current president was selected through a search and screen procedure administered by the Board of Trustees of the system; that is, the initial screening was done by the board, and the college was given the opportunity to review those candidates that the board considered satisfactory. There was no organized administrative opposition to collective bargaining.

Contract Negotiations

The bargaining unit was formally recognized in May of 1970.

The summer of 1970 was used to draft a constitution and work out the details of the proposal to be advanced to the systemwide Board of Trustees. The officers of the new federation came from the College Affairs Committee of the College Council, as did much of the federation leadership. These individuals were regarded as the more liberal/radical members of the faculty. A significant percentage of the faculty was alienated during the process of organization and have yet to join the federation or to participate in its work. The extent of the problems experienced by the federation in negotiating the first contract, combined with the problems that have occurred in attempting to administer this contract, have been a heavy burden for faculty leadership. Many of those who have been involved most closely with federation activities feel a sense of considerable weariness, and a high level of frustration. The problems experienced by the federation have made it difficult for it to involve a broader segment of the faculty. As a consequence, federation activities have been left to a small number of highly dedicated faculty.

The Board of Trustees of the system is perceived by federation leadership to have been fearful of entering into collective bargaining as well as determined to use delaying tactics to undermine federation support. There is also some question concerning the readiness of state-level union officials to enter into negotiations and the extent to which they pushed the Board of Trustees of the system to get to the bargaining table.

The federation proposal, which went to state AFT officers in the fall of 1970, was still awaiting comment and/or action at the end of the 1970 calendar year. At this point, local federation leadership became upset with both the board and state-level AFT and called in David Selden, then National President of the American Federation of Teachers. Whether or not his intervention was decisive is not clear; but, whatever the circumstances, negotiations got underway shortly thereafter in the spring of 1971.

The contract was not completed until 18 months after the election and required some severe compromises in federation election

promises. During the collective bargaining campaign, the federation had made public statements that it had no intention of negotiating governance items in the contract. It pledged to retain the integrity of the existing College Council and to bargain only on economic items. However, the nature of the collective bargaining law in the state, combined with the influence of system-level administrators (who had as one of their priorities the involvement of students in governance), led to the decision to incorporate governance into the negotiations. In retrospect, this decision is regarded by federation leadership as a wise one. There also appears to be growing acceptance of student involvement, an issue which was not positively received by the federation during the negotiations for the first contract.

Much of the early period of negotiations for the first contract was taken up with the discussion of such issues as the location of negotiations, the scope of negotiable items, and the ground rules of the negotiation process. Federation leadership regarded many of these issues as trivial and designed by the Board of Trustees to delay the development of a contract. Federation leadership is also particularly bitter about the board's use of lawyer-negotiators which forced the federation to use a state-level spokesman. Faculty leaders report that using lawyers in the negotiating process introduced an excessive degree of formalization and produced lengthy discussions about topics regarded by faculty as irrelevant or unimportant. In retrospect, federation leaders believe that the use of what were regarded as professional negotiators helped to bring about a polarization between administrators and faculty. Faculty and campus administrators report they initially held the view that negotiations represented a collegial activity that could produce mutually satisfactory decisions. The influence of the outside lawyers, however, brought a growing awareness of the adversarial nature of the proceedings and also helped to sensitize both administrators and faculty to many underlying issues that were a part of the institution's past experience but had never been recognized as such.

The impact of the growing realization of the adversarial nature of the proceedings strengthened the Faculty Federation and increased its membership. It seems likely also that faculty frustration with the time-consuming nature of the bargaining process, combined with the invonvenience of traveling to the state capitol for negotiations, led to early federation attempts to test its alliances and strength with state political figures and with organized labor.

In February of 1972, the federation organized a legislator's night. The purpose of the meeting was to bring the stalling tactics of the Board of Trustees to the legislature's attention. There was also, even at that point, a growing awareness of deficiencies in the collective bargaining law passed by the legislature. While very few legislators showed up at the meeting, it was well attended by federation members and proved a rallying point during a difficult period. In addition, the meeting was attended by two important state-level representatives of organized labor and established a communication link between the local federation and state-level labor leaders that has been used to advantage in a number of instances since.

As negotiations continued, the limitations of the collective bargaining law became increasingly apparent to the federation. Their experience in negotiations created a growing distrust of the board and fear of possible board action if a contract were not signed soon. As a consequence, the goal of the federation became one of achieving a codification of what had previously existed at the college. Involvement of students in governance was accepted to achieve the codification. In addition, the federation was concerned about incorporating certain board policies (including those on tenure) into the agreement so that the board could not change these policies unilaterally. Even though the federation saw the policies as unsatisfactory, they believed that an unsatisfactory policy was better than no policy at all. Further, they interpreted the lack of an agreement as leaving them unprotected from possible board reprisals.

For campus administrators, negotiations were equally frustrating. The priorities and parameters for administration were dominated by the system-level Board of Trustees without substantial consultation with members of the campus bargaining team; the spokesman for the Board of Trustees was a lawyer employed by them to handle negotiations, and the channel for board concerns was a system-level official. As a result, in negotiations for both the first and second contracts, campus administrators were never sure of where they stood. The campus administrators report that when the time came for compromises, board priorities prevailed, with campuses making the concessions.

While the contract was being negotiated there was considerable discussion, some of it acrimonious, between the federation and the president about the appropriate function of the College Council, specifically, the Faculty Evaluation Committee. While negotiations were proceeding, the federation called for the dissolution of the College Council. In addition, three faculty members, who were also union activists, resigned from the Faculty Evaluation Committee because they were unwilling to continue to serve under administrative "duress." At the same time, the Administrative Council of the union issued a memorandum stating that it "hereby assumes all duties and responsibilities of the Faculty Evaluation Committee."

The president rejected these actions of the union and criticized their actions and statements "about the administration in general and myself in particular" as intemperate. This incident serves as one of the first major indications of a developing mistrust between the president and the union leadership that both parties agree eventually led to the president's resignation.

In retrospect, both administration and faculty agree that they were not prepared to enter into negotiations. As a consequence, the process of negotiations were left to external representatives who developed an agreement with which the faculty and administration were then forced to live. The agreement was finally completed during

the summer of 1972, was ratified by both the board and by the federation, and went into effect in September 1972. The process of interpreting the agreement and making it work has caused a number of significant problems.

Content of Contract

The original contract was for three years and represented a codification of an improved governance structure for the college. As such, it was the first document in the history of the institution to delineate the roles and responsibilities of administrative officers, the procedures for faculty involvement in the decision-making process, and other matters related to the governance of the institution.

The contract is a comprehensive one and includes a rather detailed description of internal governance mechanisms. It specifies the membership and responsibilities of the All-College Council. The council's recommendations go to the president for final review and approval. If he does not approve a recommendation, he is charged to confer promptly with the council in order to afford an opportunity for discussion.

The contract establishes four standing committees and specifies that their membership include elected students. Consultation between representatives of administration and representatives of the federation is provided to assist in interpretation of the agreement. There is also a provision which calls for consultation on the devlopment of the college budget.

In general, both administrators and faculty reacted positively to the governance structure established by the agreement. Students also expressed satisfaction with the role in governance assigned to them.

From the union viewpoint, the contract had significant weaknesses. Most noticeably absent from the agreement was a satisfactory grievance procedure. Grievances involving personnel issues terminate

with the president of the college. Since the president makes all personnel decisions, a grievant, in effect, is asking the individual who made a decision to rule upon its wisdom. Under very limited circumstances, certain issues (most notably those related to the granting of tenure) may be appealed to the Board of Trustees. However, the faculty perceive that the Board of Trustees has uniformly supported the president; and, since this is the terminal point to which any grievance may be appealed, this section of the agreement is regarded as most unsatisfactory.

The most controversial provision in the contract is a very complex system of faculty evaluation that is not totally clear with respect to the role of student evaluation as a part of the total process. Six criteria for faculty evaluation are stated; the roles of the departmental evaluation committees, department chairpersons, the college-wide faculty evaluation committee, the academic dean, and the president in the evaluation process are specified. The president has the discretion to submit any faculty personnel matter to the board, but he is charged to note if it is contrary to the recommendations of the Faculty Evaluation Committee.

The agreement does incorporate existing board policies related to personnel matters, and the federation believes that this gives them with a measure of protection. There is little question but that the establishment of an organizational structure for the college and a codified governance procedure is the greatest contribution of the first contract. The absence of a suitable grievance clause and the complex and controversial evaluation procedures represent two of its greatest weaknesses.

Contract Administration

During the first year of the contract under the leadership of a new president, the college was involved in the process of trying to understand the agreement and establishing the structures required to

implement it. Because neither faculty nor administrators had adequate preparation for "living" within an agreement and because of this administrative inexperience and the federation's need to demonstrate the advantages of the organizational process which they had negotiated, the adversarial nature of faculty-administrative relations continued under the contract.

The consultation meetings between the president, vice president, academic dean, one of the two associate academic deans and the federation, which the contract called for, initially appeared to be effective. The breakdown occurred after a number of instances in which federation leadership came to believe that they could not depend upon the accuracy of presidential statements. This conclusion undermined the confidence and trust essential to administrative-faculty relationships under any form of governance.

The precipitating incident involved the issue of faculty evaluation. The president advised the federation that student evaluation was required by the contract as a basis for personnel decisions. He further stated that he interpreted this requirement to be a system-wide board policy. The federation went to the board and found that this was not the interpretation in effect at other colleges under the same board. According to federation respondents, Urban was the only campus in the system using the student evaluations for personnel decisions. This problem followed upon presidential limit of merit increases in the preceding year to only those faculty who had "super" recommendations. The federation officers reported that only 30 percent of the merit funds were distributed in that year (1973), while another college in the system distributed 70 percent of its merit funds. (We are unable to confirm this as a "fact," but can only report it here as an important perception.)

Subsequent to the distribution of the special merit increases in January of 1973, the issue of student evaluation arose. After discussions concerning the role of student evaluations as designated in the contract and the absence of a board policy regarding

the use of student evaluations in personnel decisions, the federation agreed to establish a system of collecting student evaluative data, provided that such data was used for *positive* purposes. (It should be noted that the use of student evaluation at the institution predates collective bargaining with a form administered originally by the students and used to develop a course guide to be distributed to incoming students.) In January of 1974, the president used information collected through the administration of student evaluations of faculty as a basis for denying special merit increments. According to federation officers, student evaluations of faculty were also used as a basis for making personnel decisions related to promotions and salary increases, but only as a basis for denying such increases. According to the faculty representatives, the student evaluation data was never used in a positive sense in accordance with the agreement which they thought they had reached with the president.

From this point, the effectiveness of the consultation committee deteriorated significantly. At the time of our visit, it was regarded as a forum within which the president of the college and the president of the Faculty Federation could exchange accusations. In addition, the president used it to criticize the federation and to communicate decisions he had already made. Both administrators and faculty who sat on the consultation committee agreed that its purpose seemed in no way to be consultative. Since the breakdown of relationships between the president and the federation, the greatest contribution of the consultation committee has been to channel the conflict from the exchange of lengthy memoranda posted in public view, to personal exchanges.

Because much of the controversy under the first contract has centered around faculty evaluation, this process deserves further attention. From the point of view of many faculty members, the process is a farce. Departmental committees rewrite materials submitted by faculty members or, in some instances, simply forward to department chairpersons materials prepared by faculty members.

Department chairpersons find ways of rephrasing what faculty members have said about themselves and pass this information on to the All-College Evaluation Committee which, in turn, forwards it to the administration. The process is regarded as time consuming and ineffective. It is the focus of great distrust because faculty perceive that some data produced through the evaluation system have been used in a punitive way. Currently, the institution is using its third student evaluation of faculty form in three years. The current agreement between the federation and the administration is that the evaluation forms collected from students will be filed but may not be tabulated in any way, nor may they be subjected to any sort of statistical analysis.

In marked contrast to the Consultation Committee, the governance system seems to be functioning effectively, according to both faculty and administrative reports. The four committees do accomplish their work, and they do forward recommendations to the All-College Council. The All-College Council, in turn, completes action on these recommendations and forwards them to the president; most of the time, the president accepts them. When he does not accept such recommendations, the president appears personally before the council to explain the reasons for his action and to seek some adjustment to the recommendation that has been advanced.

The most significant problems with the governance system involve faculty and student selection procedures to the various committees and to the All-College Council. The agreement calls for such positions to be elective. This has created a considerable burden for the Student Senate because it has the responsibility of managing the elections for students' positions. If the Senate fails to carry out its responsibilities, as it did with the Undergraduate Curriculum Committee during the current year, the committee then must function without student representation.

While the federation has not experienced difficulty in carrying out its procedural responsibilities for the election of faculty

candidates, the practice of the Federation Executive Board of endorsing a slate of candidates was questioned by an official from the state system. Soon after the contract went to effect, a representative of the state system came to the campus with a representative from the state union to protest union "control" over the election of faculty members to college committees. He argued that elections were a faculty, not exclusively a union, concern. The state system officer was told, in effect, that the selection of faculty representatives was union, not management, business. The federation has continued the practice of selecting and endorsing candidates for committee vacancies. To date the union's endorsees have been unopposed.

The federation has resorted to external forces in its running conflict with the president. In June of 1974, under federation sponsorship, a public meeting was called involving some thirty people, including a few local politicians, to explore problem areas at the college. It is apparent that both the president and the federation allowed institutional problems to become problems of personality. In the course of the meeting, the use of the state car, which was assigned to the college, was discussed. The president reported that he assumed the car was for his personal use. The federation argued that it was the college's car, that the president was guilty of misusing it and that the car should be available for use by the staff. The president threatened to sue the federation for defamation of character. Three months later he announced his resignation to accept another presidency.

A review of the institutional experience under the contract fails to provide evidence of any subsequent improvement in administrative practices in relation to federation sensitivities. Two incidents illustrate this point. A between-terms workshop was planned that assigned to the federation responsibilities about which they had not been consulted. As a consequence, the federation refused to participate in the workshop and sent a letter to its members advising them of the federation interpretation of the situation. In another

instance, the president devised a division structure for the college that would have combined existing departments into larger units under the leadership of staff members selected by the president. When the federation became aware of these plans, they took the issue immediately to the bargaining table where negotiations were underway for the second contract. As a consequence, within two weeks of the time that the pending implementation of a division structure was brought to faculty attention, the president announced that planning for divisions had been discontinued. These reorganization plans were scheduled to be announced while negotiations were in process, some three or four months after the president had announced his resignation and apparently without prior consultation with the union. These incidents represent the communication gap and mutual sense of distrust that had developed between the parties after more than two years of living with the agreement.

Very few grievances have been filed during the college's nearly three years of experience under the contract. This is due primarily to federation recognition that the grievance clause was a weak one and that the process of filing grievances would be a waste of time and would tend to emphasize a deficiency in the first agreement. The faculty position is best summed up by saying: "We haven't grieved because we can't win." Of the three grievances that have been filed, one involved the decision-making process within the Learning Resources Center and was worked out with that group. Two others were filed involving personnel matters. In both instances, the Board of Trustees sustained the administration's position.

While the contract calls for consultation on the budget, such consultation has not occurred, other than through occasional meetings between the College Affairs Committee and the Director of Fiscal Affairs. The lack of such consultation has not been an issue for several good reasons. Most importantly, the institution is given information concerning the increase that it can expect. The problem then

becomes one of distributing the increase that has been allocated by the system and state officials. Since 87 percent of the institution's budget is in the form of salaries, the college has very little flexibility with respect to any new funds that may become available. Most faculty attention has been concentrated on the distribution of supplementary funds that may become available for merit salary increase.

Impacts of Collective Bargaining

Governing Board

It would appear that the impact of collective bargaining on the governing board of the state college system has been to increase its relative influence in the decision-making process. It should be noted, however, that the state college system has a long history of being run from the top down. As one staff member noted: "We were told when to offer the bachelor's degree; we were told when to eliminate the minor in education as a requirement for the bachelor's degree; we were told that we would have faculty involvement in governance; we were told that we would bargain collectively." The perceptions of most respondents support the concept of an institution which has historically been in this position of responding to board mandates. Under the influence of a collective bargaining law, board authority has probably been enhanced for the short run at the expense of campus administration. Given the increasing militancy and political influence of unions, it may well be that short-run gains will be offset by a greater degree of faculty determination at the campus level and more faculty influence at the state house over a period of time.

Academic Administration

The impact on academic administration is somewhat difficult to assess at the present time. It does seem clear, however, that the

administrative staff is divided among itself and does not consider its role with respect to academic decision-making to have any particular significance. Both faculty and administrative comments suggest that the polarization between the faculty and the administration does not include the total administration; at least a part of the administration is perceived as cooperating with the faculty. As evidence of this, faculty and the administration statements testify that the new governance structure has made it possible for faculty and administration to cooperate more effectively.

The prevailing view is that it is only a matter of time until the administrators form their union to bargain collectively with the board. At least one federation representative believes that administrative organization will create a structure for a more effective relationship between administrators and faculty. At this point in time, however, campus administrators seem very unimportant in the decision-making process both at the college and at the bargaining table in the state capitol.

Faculty-Administration Relationships

As in other instances where collective bargaining has been implemented, the apparent deterioration of relationships between faculty and administration presents a complex issue. Are the adversarial relationships and polarization at the college a consequence of collective bargaining, or do they represent the normal emergence of issues long present within the institution which now surface due to the existence of mechanisms for their consideration and to a greater sense of job security on the part of faculty? The majority of faculty and administrators feel this is so. Other factors contributing to the adversarial tone are a consequence of faculty and administrative inexperience in making a collective bargaining agreement work. The absence of a contract administrator was also cited by administrators as a contributing factor to a number of current issues.

Views about probable outcomes of collective bargaining are mixed. Currently, federation leadership is clearly weary of the excessive time commitments required when a limited number of faculty attempt to carry out federation responsibilities, including negotiations, while teaching a full load.

Faculty Role in Governance

There can be little doubt that faculty influence in the governance process has been significantly enhanced through the bargaining agreement. Perhaps it should be noted that this increase is not for the faculty as a whole but for the leaders in the Faculty Federation. One of the consequences of including governance as part of the collective bargaining agreement has been the designation of the federation as the official voice of the faculty in all matters related to institutional policy and functioning. This seems to have both advantages and disadvantages. It gives current federation leaders a degree of influence that could not be achieved if the faculty spoke with many voices. At the same time, there is concern about the eventual effect of the limited number of faculty who seem willing to assume federation leadership responsibilities on the federation style: When the present leaders have been exhausted, will the federation easily be taken over by those with less benevolent goals than the current leaders perceive themselves to have?

Federation leaders are allied with organized labor and believe that such alliances give them influence that they could never exert previously. For example, in the fall of 1974, the Post-audit Committee of the legislature circulated a questionnaire to federation members seeking to collect certain data about the faculty members and their responsibilities at the college. Faculty were advised in the letter that they were *required* to answer the questions; the federation advised faculty not to answer the questionnaires until legal opinions had been received. Two meetings occurred between federation

representatives and the Post-audit Committee: the first was quite antagonistic, the second much more cooperative. According to federation leaders, a call was placed to officials of the State Labor Council who, in turn, contacted legislative leadership; legislative leadership contacted the committee chairperson. The consequence of this contact was assurance to the federation that the committee was not involved in "union busting." The federation also won certain concessions concerning the language in the letter circulated by the committee. While the matter itself seems trivial, considerable importance is attached to it by the federation as evidence of its political strength gained through affiliation with organized labor.

Impact on Students

The impact of the agreement on student participation in governance has been significant. Although students did not seek the role in governance assigned to them by the agreement and barely made the deadline for ratification of the agreement enabling them to participate in the governance system, their presence in all of Urban's governance structures is apparent. The degree of student participation varies, however, according to the extent to which students perceive the matters being discussed as critical to their particular interests. Thus, there is strong student involvement in the College Affairs Committee but much less interest in the Undergraduate Curriculum Committee.

The impact of the agreement is perceived by faculty and administration as weakening student government, since the Student Senate no longer serves as the single voice for students. Because students are involved on the All-College Committees and on the All-College Council and because the students on these committees and on the council are elected at large rather than appointed by the senate, it is possible for a number of different student opinions to merge on any issue. At the same time, the students do not seem to

perceive that the student government has been weakened; it still functions as the major voice for students in nonacademic areas, and, as a part of its responsibility, distributes student activity funds. In general, students seem very satisfied with the agreement and the role that it assigns to them in the decision-making processes of the college. Students do perceive, however, that they are less likely to be able to exert influence for change in future negotiating sessions. They do not, for example, believe that they will be asked to ratify any changes that may take place in the agreement that is currently being negotiated. In addition, a student expressed some apprehension about the possibility that the current presidential selection process could be influenced by the union in such a way as to choose a strongly prounion president.

Faculty and administrative leadership generally spoke very positively of student involvement in the governance process, seeing such involvement as constructive and responsible. Student voices are being heard. At the present time, for example, there is an issue involving the calendar. The students in the All-College Council voted in a block against a calendar approved by faculty and administrators. It appears the president will intervene in the situation and perhaps adjudicate the difference of opinion so that a result more responsive to the student's concerns may evolve.

Impact on Other Staff Members

The strongly pro-labor stance of the faculty union has led to contacts and cooperative relationships not only with external unions but also with internal unions. The classified staff currently is organized into two separate unions. The custodial and maintenance staff are affiliated with American Federation of State, County and Municipal Employees (AFSCME). One of the federation leaders indicated that AFSCME leadership has approached the Faculty Federation leadership on a number of instances requesting leadership

and assistance. Such leadership has been furnished. The federation is also very careful to resolve informally any disputes which may arise between members of their federation and members of the AFSCME unit. There is less involvement between the Faculty Federation and the office and clerical staff who are organized under the State Employment Association, which is not regarded by the Federation as a labor-oriented organization.

Impact on the Budgetary Process

Since negotiations in this state were limited to noneconomic matters, it is difficult to assess the impact of collective bargaining on the budgetary process. As previously noted, the restrictive conditions under which state college budgets are developed has left consultation concerning the budgetary process within the institution as a matter of little interest.

Chapter Summary

Background

Urban State College was motivated to engage in collective bargaining by the All-College Council, the group representing the faculty in the town meeting form of governance that existed at Urban State prior to collective bargaining. Frustrated by a president with long tenure, who could not understand or did not want faculty participation in governance, the Faculty Affairs Committee of the Council invited potential bargaining agents to the campus. Much of the subsequent federation leadership came out of this Faculty Affairs Committee.

Composition of the bargaining unit was not a significant issue and the administration conducted no organized opposition to bargaining.

Contract Negotiation

A large segment of the faculty were alienated from the federation during and immediately after the organizing campaign and have chosen not to join the federation or to support its work. Thus, the federation has been led by a small group of highly motivated faculty, upon whom the strain of negotiations and administration of the contract has exacted a heavy toll.

Although the administration did not oppose unionization, the federation perceived that the statewide Board of Trustees, fearful of negotiations, used delaying tactics in the negotiations, which lasted 18 months! The federation is particularly bitter about the board's use of an outside lawyer-negotiator which delayed the negotiations, formalized and trivialized them, and also polarized the faculty and administration, who initially had felt that negotiations could be a more collegial process. Its frustrations in bargaining led

the federation to test its alliances with political figures and organized labor, from whom it won support.

During negotiations, the federation called for dissolution of the All-College Council, and attempted to assume its duties. The president rejected this attempt and criticized the union, an act that marked a growing mistrust between the president and union leadership that eventually led to the president's resignation.

Content of Contract

Negotiations were limited to noneconomic matters. The final contract did contain codification of an improved governance structure for the college, which satisfied the administration and faculty. However, the contract has two significant weaknesses as far as the federation is concerned: it lacks a grievance procedure and contains a controversial, not entirely clean, and very complex system of faculty evaluation.

Contract Administration

During the first year of the contract, the consultation meetings called for between the president and the faculty initially appeared to be effective but began to break down when the federation lost faith in the president over his handling of faculty evaluation, and merit increases. This faculty-presidential conflict continues.

Impacts of Collective Bargaining

It appears that the governing board of the state college system has increased its relative influence. Whether this short-term increase will hold up in the face of growing faculty militancy and the political influence of unions remains to be seen.

Federation influence in governance has definitely been enhanced and it has become the official voice of the faculty in the

institution. Faculty are concerned, however, about the lack of interest of all but a few in serving as federation officials. The federation is allied with organized labor, for it believes this alliance gives the federation influence it could not exert previously.

Students are active in Urban State's governance, in accordance with the role assigned in the collective bargaining agreement. Their involvement varies according to the extent to which an issue is related to their interests. Faculty and administration perceive student government as weakened, but students do not, for it still is the major student voice in nonacademic affairs.

The strong pro-labor stance of the federation has led to contacts and cooperation with the campus AFSCME union, particularly in resolving any disputes between members of the two unions.

In conclusion, there seemed to be little agreement between the union and the president on the extent to which the other party was to blame for the high tension levels at the college. Both parties agree that the tension between the president and union leaders led to the former's resignation.

CHAPTER IV
REGIONAL COMMUNITY COLLEGE

Introduction to Regional Community College

Regional college is one campus in a multi-campus system. Like many community colleges founded during the sixties, it has experienced rapid growth. At the time of our visits, it had 1,200 full-time and 200 part-time students; sixty full-time, and ninety part-time faculty. Until the advent of collective bargaining, however, the institution had made a determined effort to retain the personal and highly informal relationships that characterized the early years, when distinctions between administrators and faculty were less important and the total staff was smaller. Administrative attitudes were perceived to be highly authoritarian and paternalistic, fostered, perhaps in part, by what faculty refer to as the extensive military experience of many members of the administrative staff. Further complicating relationships has been the faculty perception that the type of paternalism practiced by the administration was not benevolent, but relied very heavily upon fear. For example, faculty reported that their attempts to seek associations with organizations such as the National Education Association (NEA) were viewed as disloyal. Whether or not reprisals actually occurred as a consequence of individuals speaking out against administrative ideas or becoming involved with external professional associations, faculty strongly perceived that such reprisals did occur. Evidence in support of these perceptions are the number of instances in which faculty appointments were not continued when faculty members were involved in such activity and numerous administrative statements which were interpreted to mean that frequent faculty turnover was healthy for the institution.

Chronology of Events and Issues Leading to Collective Bargaining

Initial efforts to organize go back a number of years, when a small group of faculty established a campus chapter of the NEA to counterbalance administrative relationships, which faculty leaders regarded as autocratic, domineering, and stifling. It is likely that job security and the desire to take advantage of some of the group insurance programs of the NEA were also motivating factors. Apparently, the early association was not militant and was content to remain in the background. The administration continued the highly personal style of dealing with faculty members and became involved in controversy only with those staff members who were particularly outspoken or who challenged administrative actions.

There seems almost complete agreement that no specific issues led to the faculty decision to organize a collective bargaining unit. Organization was, instead, a generalized reaction to what faculty leaders regarded as an unhealthy institutional climate, combined with a desire for greater faculty involvement in governance. It is likely that job security also played some role, as did the general economic conditions that began to emerge during the early years of the current decade. It is significant to note, however, that, before choosing to organize, the faculty first attempted to secure a greater voice in the institutional decision-making process by reforming the already existent Faculty Council.

During the early years of the institution, the principal decision-making body was called the Faculty Council. This committee consisted of the president, the deans, and the division chairpersons. In the late sixties, the faculty sought and received permission to elect one representative to this body. During the 1970-71 college year, a group of faculty developed a new constitution calling for an Executive Committee of the Faculty consisting of those administrators previously on the council plus a number of elected faculty.

The new constitution was approved by the president in the fall of 1971 and went into effect at that time.

The faculty experience with this executive committee, more than any one single other incident, contributed to the decision to organize. Although the total number of teaching faculty on the executive committee exceeded the number of administrators, a number of teaching faculty consistently voted with the administration. Other faculty were suspicious that these proadministration faculty members had been "bought off." Some faculty perceived that whenever there were differences of opinion, the administrative position inevitably prevailed. Under such circumstances, the Faculty Council lost some of its credibility.

After one particularly discouraging session, two faculty members who were members of the NEA called the Washington office and asked what could be done. Washington, in turn, called their state affiliate; and the faculty members were subsequently contacted by a state representative. When the faculty described the situation at the college and asked what could be done about it, the answer was: "Nothing unless you are organized." The next question was: "How do we organize?" The answer to that was: "Let's set up a meeting and we'll talk about it."

The decision to organize and the inception of planning for this process occurred at a faculty member's home on the same Friday. The meeting was attended by a core group of approximately ten faculty members who belonged to NEA and representatives from NEA. At the meeting, a decision was reached to hold a second meeting on Sunday and to expand the number of faculty members to five more colleagues who, while not members of NEA, were regarded as sympathetic to the goals of the association. At the meeting on Sunday, a campaign to "blitz" the campus was planned. The group estimated it would take two days to collect the necessary cards required to compel the election: in actuality, cards were collected from 60 percent of the faculty in less than three hours on

Monday morning preceding the Christmas recess. NEA representatives were assisted by the 15 faculty members, who contacted their colleagues and asked them to sign the cards.

The administration discovered the presence of NEA representatives on the campus after the necessary cards compelling the election had already been collected. The dean of instruction confronted the NEA representatives in the faculty lounge, where a meeting was in progress discussing the results of the morning's card-signing campaign. The dean berated the representatives for abusing the hospitality of the institution and ordered them off the campus. There was no reaction by NEA representatives at this point since their goal had been achieved.

Subsequent to the confrontation, the dean distributed a memo canceling the regular meeting of the general faculty that had been scheduled for the following day. On the following day, he distributed a second memo calling for a special meeting of the general faculty on Thursday. the dean brought a tape recorder to the special meeting, because he had been advised by the office of the state community college system to exercise care to avoid committing an unfair labor practice. At this meeting, the NEA members, who had been instructed not to comment, listened to administrators berate them for over an hour about the lack of need for external affiliation and charge those involved in the effort with disloyalty to the institution.

When the faculty returned from the Christmas recess, the Dean of Instruction and division chairpersons urged faculty members to vote against the formation of a union. In addition, a group led by an acting division chairperson, who subsequently became division chairperson, urged faculty members to vote for No Representative. While this group emphasized its relationship to the American Association of University Professors (AAUP), it was viewed by NEA faculty as an attempt by the administration to defeat the association in the election. The general administrative position, as established by

the president, remained strongly in opposition to the organization of the faculty, despite differences among some administrators.

The bargaining unit included all ranked teaching faculty, assistant librarians, guidance counselors, and audio-visual personnel. All others were excluded, and division chairpersons were defined as the first level of management. The election results were 37 for NEA and 22 for No Representative. Two faculty abstained.

Contract Negotiations

Negotiations began in the spring of 1972 and extended over an 18-month period. The agreement finally reached was retroactive to July of 1973. The administrative team consisted of three deans, five division chairpersons, and the dean of instruction, who served as spokesman for the management team. A representative from the systemwide board also attended negotiating sessions. The faculty negotiation team consisted of an executive committee chosen by the NEA affiliate. The spokesman was a professional negotiator on the staff of the State NEA office.

The preparation of administrators for contract negotiations was thorough and complete, and their approach to bargaining sophisticated, partly because of guidance from the systemwide office for community colleges which has previously negotiated contracts with two other community colleges in the system. At the initial session, the faculty presented a loose and somewhat poorly prepared package; the administration presented an extremely complete and very detailed counter proposal. Ultimately, the management proposal was modified to incorporate the issues raised by the faculty and this proposal became the document from which both negotiating teams worked.

Faculty generally agreed about their priorities in the bargaining process. The first priority was a grievance procedure culminating in binding arbitration, the second was a codification of

existing policies and procedures, so that they could be applied more fairly; the third was the preservation of existing work[illegible]n conditions, which were not regarded as unsatisfactory. Other negotiation demands included the maximum number of preparations expected of a faculty member and the establishment of fair labor practices with due process. Management priorities included the issue of work load as it involved contact versus credit hours and an attempt to leave contract statements as vague as possible in response to state pressures concerning tenure and multiple-year contracts. Here, as at Urban State College and Regional University, salaries and economic issues were not bargainable under the then applicable statute.

The teams met every ten days during the 18-month period. The administration was charged with using delay as a tactic to wear down and discourage the faculty in the hope of getting them to accept a management-oriented contract. There are many arguments over minute details and a number of cancellations of meetings without stated reason. The administration also insisted that meetings be held in the state capital, a distance of 75 miles, instead of on the campus, in order to accommodate the representative from the system-wide board, a practice that was consistent with the negotiation patterns of other campuses in the system. This was also a tactical maneuver, since the administrators serving on the team had their expenses subsidized; faculty members had to pay their own expenses. The ten-day interval between sessions was ostensibly to give the president time to review the agreements reached after each session. However, the president generally reviewed such agreements on campus the morning following the negotiating session.

During negotiations, a significant number of critical exchanges occurred between each side. Such exchanges seemed to have more impact on administrators than on faculty. Administrators were shocked; faculty members sometimes became angry, but it was relatively easy for them in their caucuses to see the "humor" in some of the events that were taking place. Further, the exchanges allowed

faculty their first opportunity for expressing opinions of some administrative actions. After negotiations, such exchanges remained in the minds of both faculty and administration and undoubtedly contributed to the adversarial relationships carried forward to the contract administration phase.

During negotiations, a difference of opinion occurred between the president and the dean over the definition of work load. The management proposal had suggested codification of contact hours, the prevailing practice, as the basis for determining faculty load. At the negotiating session on this clause, the representative from the systemwide board was not present when agreement was reached. The following morning, when the dean discussed negotiations with the president, the president declined to accept this agreement. As a result, the dean felt he had lost his credibility at the bargaining table and resigned from the negotiating team. The faculty were incensed by the decision not to honor an agreement previously reached and walked out of the next negotiating session. Subsequently, the president appointed a division chairperson to replace the dean, and the faculty returned to the bargaining table. The contract was completed in a very short period of time after the new administrative spokesman was appointed. Among the issues negotiated after the resignation of the dean was the faculty evaluation process, which subsequently became the cause of many of the grievances filed at the college. The contract language left the faculty feeling they would be significantly involved in the development of the detailed procedures for implementing the evaluation process.

Content of Contract

The contract was extremely detailed and went far beyond the faculty member's goals in the establishment of written procedures. It appears to be strongly promanagement, and the administration clearly regarded it as a significant victory. Faculty members had mixed feelings about the contract. Many felt that management went

only about a fourth of the way in resolving issues. Those who negotiated the contract have been criticized by their colleagues in other institutions concerning its content. So, although there is substantial dissatisfaction with the conditions of the contract, most faculty members felt it was the best that could have been achieved under the circumstances. Faculty and administration agree that faculty have lost rights which they previously enjoyed. Such terminology as "right" and "obligation," which appear frequently in the contract, appear to *require* faculty to follow policies where they previously exercised some choice. More specifically, multi-year contracts have been substituted for tenure provisions, and a strong management-rights clause has been included.

From the faculty point of view, the two most important achievements of the contract were the grievance procedure leading to binding arbitration and the codification of regulations that previously had been subject to oral interpretation. Another significant provision is one requiring the administration to recognize the faculty as a group apart from the administrative structure, a provision expected to lead to additional faculty involvement in governance as a consequence of future negotiations.

One of the most controversial sections of the contract involves the issue of tenure. The faculty negotiating team was told by management representatives that either tenure would be eliminated in favor of multi-year contracts or some type of quota systemwould be established similar to one previously negotiated in another college. As a consequence, the union chose to incorporate a provision on multi-year contracts, opening itself to the charge it negotiated away tenure. The provisions for multi-year contracts require statements of cause and due process before dismissals can occur, which can be equated roughly to the concept of tenure. Nevertheless, tenure is an emotional issue with the faculty and this issue has been used by the college administration to support their claims that the faculty were sold down the river by the NEA in order to end negotiations. The status of previously tenured individuals subsequently became the subject of a grievance.

There is also a significant problem with the role of counselors. Counselors wanted to work 32 weeks or to be paid an extra 50 percent if required to work for 48 weeks. Counselors have been cautious about pressing this claim among faculty where they believe it would not fall on sympathetic ears.

Contract Administration

There seems to be general agreement that faculty-administrative relations continue to be adversarial under the contract. Administration has consciously used the management-rights clause to deny the faculty involvement in governance. There is some question, however, about how much involvement existed before the contract was written.

The principal device through which faculty and management have interacted during the course of the contract has been the grievance procedure. Initially, faculty members were reluctant to file grievances. Only three grievances were filed during the first year of the contract, and all three were all filed by the same staff member. During the second year of the contract, however, faculty became increasingly aware that the grievance procedure was the principal advantage gained through the contract and they were far more willing to use the grievance procedure as a weapon against administrative actions. Twenty-nine grievances have been filed during the first six months of the second year of the contract! This deluge of grievances has caused division chairpersons, the dean of instruction, and the president to spend an excessive amount of time in providing documentation for decisions and in making responses to the grievances. The faculty have won some grievances, and their victories are beginning to change faculty attitudes about the contract. Moreover, as grievances have been processed, faculty members have discovered information that would have not have been available to them in the normal course of events. This information has proven embarrassing to the administration in several instances and has led to what appears

to be an unstated administrative desire to avoid having grievances appealed to the systemwide board. Faculty members see, as a primary weapon, the bad public relations and the threat of disclosure that results from filing a grievance and exercising the option of carrying their grievance to the systemwide board.

The major conflicts between the faculty and administration have occurred over the proper administration of the faculty evaluation system. The contract assigns the responsibility for the evaluation of each professional staff member to the division chairperson—there are five—who are excluded from the bargaining unit. Each division has an evaluation committee consisting of a member selected by the chairperson, one elected by the division, and a third member elected by these two. The division chairperson is charged to seek and collect, on an annual basis, the following material on *each* member:

1. The written evaluation of the divisional evaluation committee, which is based on an objective-style evaluation form.
2. The staff member's objective-style, self-evaluation form.
3. Each student's objective-style evaluation form at the end of the fall and spring semesters.
4. The division chairperson's own written evaluation.

The chairperson is specifically charged to examine all the evidence provided by these four data sources, state his own evaluation and recommendation in writing, and forward it to the dean of the faculty who, in turn, is charged to make his evaluation and recommendations to the president, who then submits his evaluation and recommendation to the systemwide board.

Faculty have charged division chairpersons with improper interpretation of the evaluation process and have repeatedly grieved the chairperson's evaluations. Thirteen grievances were filed very soon after the first evaluations were concluded, nine of which requested the same remedy—the voiding and destruction of evaluations and recommendations without comment. Apparently, one division

chairperson kept private journals in which he recorded alleged faculty "misbehaviors." These random, unsystematic observations were given undue importance in the division chairperson's recommendations, according to the faculty allegations.

It is clear that, as a result of this experience, faculty have come to regard evaluation as an administrative tool to punish recalcitrant faculty. For example, the former president of the union was not reappointed because the administration felt he was a bad teacher. The union argued that this was a reprisal action for union activity; the administration has pointed out that he violated the contract by refusing to allow student evaluations to be conducted in his class. This incident is illustrative of the highly contentious nature of faculty-administrative conflict over the evaluation process.

The contract also calls for regular meetings where faculty and administration may discuss implementation of the contract. A few meetings have been called, but the intensity of emotions have prevented these meetings from serving any purpose other than an attempt to resolve grievances at an early stage. As more grievances have been filed, the committee has met more frequently. Some administrators and many faculty feel this committee could serve a more valuable purpose than it currently does.

The provisions of the contract have also been used to impose certain sanctions on the faculty. Previously, full-time faculty were given preference when evening teaching assignments were being made. The administration has changed this unilaterally and full-time faculty members are now required to go on a regular rotation list, which means they must take their turn in teaching the courses available in the evening school along with part-time faculty. The union questioned the dean of instruction about this decision, but he refused to give a reason for it other than that the assignment of courses is a management responsibility. The refusal to give reasons for administrative actions has been a long-term practice at the institution and is not a result of administering the contract. Faculty members are beginning to use the grievance procedure as a tool to force a change

in this administrative style. These counter movements have led to a pervasive degree of tension and anxiety within the institution among faculty members as well as members of the administrative staff.

Impacts of Collective Bargaining

Governing Boards

There is a single board for the state system of community colleges and each college has an advisory committee, but neither the administration or the faculty mentioned the local advisory committee during the interviews.

The question of impact on the systemwide board is more complex. There appear to be a number of instances in which influence from the systemwide board can be inferred. This was the first contract negotiated in this state for a community college by a campus administration. The systemwide board previously had negotiated two contracts directly with other community colleges, although members of the campus staff were on the bargaining team. The level of preparation by administrators, combined with the tactics used to force the union to accept relatively unfavorable contract, suggest a level of sophistication requiring considerable involvement by the more experienced state office. After six months of the second year of the contract, 14 grievances had gone to the board, and several of these may subsequently go to arbitration. Whether this will have any impact on board-campus relations is hard to predict.

Academic Administration

It does not appear that academic administration has changed very much. There is little evidence of behavior which might be considered as adaptive. Instead of compromise or discussions with faculty in making decisions that affect them, the administration has chosen to intensify its previous authoritarian approach by excluding

the faculty entirely from even those decisions that have traditionally been regarded as faculty prerogatives in higher education. Excluding faculty from involvement in such decisions as the design for faculty evaluation and the selection of administrative supervisors has increased the intensity of the adversarial relationship.

Administrators also seem divided among themselves. The failure to consider faculty input in the development of the evaluation procedure led to the filing of grievances that exposed questionable institutional practices, such as the failure to apply the evaluation procedures uniformly. The decision to appoint a strongly promanagement staff member to the position of chairperson of the division has led to the filing of more grievances than all other decisions combined.

The grievances that go to the board cause concern because of the amount of time it takes to process them. This process sometimes produces evidence previously unknown either to the faculty or the board. For example, one case revealed that one division chairperson maintained a private or "secret" journal and used it as the basis for evaluations. The journal contained reports of meetings that were held in the absence of the division chairperson, reports of faculty members who spoke out against an administrative position in an open and presumably free meeting, and reports of those who questioned an administrative decision. Some of the items reported in the journal did not occur in the presence of the division chairperson keeping the journal. This practice led to serious concerns about free speech and freedom of assembly. If the union finds other practices of this type and, through the process of challenging them, publicizes them to the college community and to the board, the position of the administration may become increasingly difficult.

Faculty-Administration Relationships

Relationships between faculty and administrators have stressed administrative values and administrative expectations for

productive relationships. Collective bargaining seems to have offered faculty members who wish to dissent from administrative values a way of doing this overtly, and there is evidence that more faculty are beginning to recognize the Faculty Association as a legitimate influence within the institution. As their level of awareness is increased through the information now becoming available as a result of Faculty Association activities, more faculty become aware of the differences that exist between what the college states in its official documents and the way that it sometimes acts towards faculty and students.

Just as administrators have been divided among themselves, as a consequence of differing perceptions, about how to approach the collective bargaining process and how to administer the contract, so have faculty members become sharply polarized. A group of faculty, estimated to number 15 to 18, are strongly antiassociation. The degree of polarization among the faculty prevents normal activities an association might sponsor to support the college. For example, the institution has been unable to sponsor activities on a general college-wide basis to develop student scholarship funds, because such activities would be attended only by active members of the association. There also seems to be residual fear among the faculty about being too actively identified as a member of the association. There were reports of faculty members who resigned from the association when they became eligible for promotion so that involvement would not prejudice their chances.

At the time of the interviews, relationships among the internal constituencies of the institution were extremely poor. It is doubtful, however, that these relationships can be ascribed to the process of collective bargaining. Rather, it would seem that the attitudes of administration in approaching negotiations and in subsequently negotiating a strong contract have intensified the dissatisfaction that previously existed. As one faculty member put it, "Things around here have not really changed that much. What has changed is the degree of faculty awareness of their conditions."

Faculty Role in Governance

During most of the history of this institution, the voice of the faculty has been mild and rarely stated overtly. Even at the present time, the association could scarcely be described as militant in the normal sense of this term. The union is, however, becoming more militant as a consequence of administrative reaction to the reality of unionization and to the pressures that subsequently emerged at the bargaining table. One faculty member stated, "I am becoming radicalized almost against my will." Another said, "Initially, the grievance process was distasteful to me. Now that I have begun to use the process, I find that I like it." Another statement was, "Perhaps we're being too nice in granting these extensions in time of response from the State Board. Perhaps, it is time for us to take a more militant posture."

Union Role in Governance

The union has had difficulty in finding people willing to assume leadership roles, and that one person who did assume a leadership role was not reappointed did not encourage cautious faculty members to step forward. (Leadership from the offices of the state NEA was extremely important in the campaign to organize this college.) The future of the union at this point is difficult to predict due to the unfavorable perceptions by some faculty members of the terms of the contract, combined with actions by the administration designed to destroy the credibility of the union. However, the effective use of the grievance procedure and the information that this procedure has disclosed is perceived by union leadership as winning back faculty support that may have been lost during the first year of the contract and even providing for a modest growth factor.

Impact on Students

The impact of the process of collective bargaining on students is difficult to assess. In the first place, it does not appear that students ever played any significant role in decision-making in this institution. This is clearly evidenced by the fact that their request for a representative on the Faculty Council was denied and by their token membership on college committees, including the Student Activities Committee, which has one administrator, five faculty members, and one student. For all practical purposes, one may conclude that the students had no involvement in decision making before the contract and have none at the present time.

As a result of the contract, students have gained the right to evaluate faculty members. Previously, this procedure did not exist, except as individual faculty members might choose. The student evaluation procedure, or the refusal to implement it, has already led to the sustained dismissal of one English Department faculty member. While it appears evaluation procedures are currently used as a tool for administrative control, it is possible that the influence of students in the institution may be improved by this particular provision as the institution develops a more mature response to the reality of the contract. Offsetting this, however, is the general atmosphere of distrust, tension, and anxiety that pervades the institution. The way in which the contract is being administered leads to excessive documentation and severe restrictions on flexibility. For example, if a faculty member wants to schedule a field trip and excuse students from a subsequent laboratory as compensation, both activities must be documented. Failure to follow procedures precisely may become the subject of a journal entry and later appear on an evaluation form. Such conditions are not conducive to faculty experimentation with new instructional techniques and seem to inhibit faculty or administrative attention to the concerns of the students. Individual exceptions have occurred; however, such exceptions may become more the rule as the institution gains additional experience or as personnel changes occur.

Impact on the Budgetary Process

Operating within the context of a state system that is rather rigidly constrained, the college has limited flexibility within which the budgetary process may be changed. There is no evidence at this point that the budgetary process has been changed. Two current conditions could change the situation. First, the administration has developed a strategy of not replacing departing full-time faculty and using the funds freed to employ part-time faculty who are not members of the bargaining unit. Faculty leadership is aware of this development but at the present time, they are powerless to do anything about it. This topic is very likely to be introduced as an issue in the next round of bargaining.

The second factor involves the increased faculty awareness about prevailing salary practices. One faculty leader produced a public document that listed the salaries for every staff member in the institution including the president. The association has, in its communication to its membership, stressed this salary. In addition, it has used the argument that salaries of all community college presidents are the same regardless of their term of service as rebuttal to arguments advanced by the board that salary differences among institutions are based upon the experience of the faculty members involved and the age of the institution. Faculty members have also collected a significant amount of information whith is in the public domain and have used this information to calculate such figures as average salaries. This information is being exchanged among institutions. The services of the state NEA are also being used to produce data that can serve to better inform faculty members about how funds are spent within the institution.

If administrative actions in the area of budget administration lack uniformity and are not capable of being defended, as has been the case with some of their actions in personnel administration, ultimately the faculty may gain a much greater degree of influence in the budgetary process.

Chapter Summary

Background

No specific issues led faculty at Regional Community College to unionize. Unionization was a generalized reaction of faculty leaders to what they perceived as the unhealthy authoritarian climate of the institution and a desire for greater involvement in governance; job security and economic conditions might also have been contributary factors.

Before turning to unionization, faculty had attempted to gain greater participation in governance by revising the constitution of the Faculty Council, the major governance body in the institution. The constitution was ratified, put into effect, and—some think—undermined by a few of the faculty on the council who, whenever a difference of opinion occurred, voted with the administration. This led some faculty to think that their colleagues had been "bought off." After a particularly discouraging session, two of the frustrated leaders called NEA in Washington to see what they could do. The answer: unionize.

The bargaining unit includes all ranked teaching faculty, assistant librarians, guidance counselors, and audio-visual personnel. All others were excluded. Department chairpersons were defined as the first level of management.

Contract Negotiations

Negotiations were adversarial, even hostile and bitter, and took 18 months to conclude. Faculty came to the table with a loose and somewhat poorly prepared package; the administration presented an extremely complete and detailed counter proposal that became the document from which the negotiation teams worked. The administration was charged with using delay to wear faculty down.

Content of Contract

The contract, a strong promanagement document, is regarded as a victory by management, notably for its strong management-rights clause and the substitution of multi-year contracts for tenure. Faculty regard the contract with mixed feelings. They feel positively because they did gain a grievance procedure culminating in binding arbitration and the codification of previously unwritten regulations. They feel, despite considerable dissatisfaction, that it was the best that could be accomplished at the time. Still, both faculty and administration generally agree that faculty have lost rights they previously enjoyed, particularly by use of such terms as "right" and "obligation," which appear frequently and appear to *require* behavior that was previously less constrained.

Contract Administration

Tension and anxiety pervade Regional Community College as it lives under its collective bargaining agreement; faculty-administration relationships continue to be adversarial. Administration now has a strong weapon for its side in the management-rights clause, which it has used to deny faculty involvement in governance. It has also used provisions of the contract to impose sanctions on the faculty. Faculty have come increasingly to use the grievance procedure as they begin to see that it is a weapon against what they consider to be unfair actions by the administration. Only two grievances were filed in the first year; 29 were filed in the first six months of the second year. A large percentage of these grievances have been in protest of decisions in the faculty evaluation system, which the faculty regard as an administrative tool to punish recalcitrant faculty. Regular meetings between faculty and administration to discuss the implementation of the contract are so heated that little can be accomplished except the processing of grievances.

Impacts of Collective Bargaining

There is no apparent impact on the local advisory committee, and the impact on systemwide Board-campus relations is as yet hard to determine.

Academic administration appears to have changed very little. Instead of discussion and compromise, exclusion and intensified attention to management prerogatives prevail. Faculty are, indeed, excluded entirely from those decisions that have traditionally been regarded as faculty prerogatives, such as the selection of administrative supervisors. Administrative actions in some of these areas have been grieved.

Faculty-administration relationships at Regional Community College, always heavily tipped toward the administration end of the value continuum and overbalanced toward administrative values and expectations, are beginning to tip in the direction of the faculty. Collective bargaining seems to have offered faculty members who wish to dissent from administrative values a way of doing so. Faculty consciousness about the discrepancies between what the college states in its official documents and what actually exists is being raised. Grievances are being won. Faculty are becoming more aware of and sensitized to their rights under the contract. The faculty are strongly polarized with 15 to 18 members strongly anti-association, and there is some fear about being involved with the association. (It is well to remember here that the former president of the union was not reappointed because the administration felt he was a bad teacher.)

The future of the union is difficult to predict due to the dissatisfaction of some faculty members with the contract, combined with administrative attempts to destroy the credibility of the union. Also, the union at Regional Community College leaned heavily on state NEA leadership in its organizing stage and has always had difficulty finding campus leaders. Still, the effective use of the grievance procedure and the information this procedure had disclosed

about the college is perceived by union leadership as winning back faculty support lost during the first year of the contract and even providing for a modest growth factor.

The impact on students is difficult to assess. The students at this institution have never been involved in governance; they do not appear to be involved now. They have, however, gained the right to participate in faculty evaluation.

There is no evidence that the budgetary process, constrained to begin with, by the state system has changed at all.

CHAPTER V
LOCAL COMMUNITY COLLEGE

Introduction to Local Community College

During its first ten years of operation, Local Community College's growth was steady and dramatic. Beginning in the fall of 1972, the rate of growth slackened, but the demand for its services is steady, and interest in occupational programs and programs for part-time students and adults is increasing. At the time of our visit, the college had 3,200 full-time and 3,100 part-time students; 170 full-time and 80 part-time faculty.

As one might expect, maintaining an administrative and governance structure compatible with the increase in the numbers of students and staff has proved to be somewhat difficult. One salient problem has been the extensive span of control that characterizes the institution: At one time, the institution had 19 academic departments reporting through five divisions, an arrangement that created communication problems and was deleted just prior to the decision of the faculty to organize.

There are two administrative consultation bodies. The first of these is the President's Cabinet and consists of those officers who report directly to the president, plus three assistant deans who report to the dean of instruction. The President's Cabinet appears to be an outgrowth of administrative pressures for greater communication and coordination. It appears to function primarily as a sounding board and information exchange. Formerly the cabinet met sporadically, but for the current year, meetings have become more regular, and during the past three months, minutes have been kept for circulation only to those who attend the meetings.

The second advisory structure is called the Meeting of Deans and Department Chairpersons. The Director of Admissions and Records and the Director of Counseling Services also sit with this group. While the group's function is to coordinate policy and decisions, upon occasion, it may initiate policy statements that can be

forwarded either to the President's Cabinet or to committees established in the agreement negotiated by the Faculty Federation. It would appear that this particular function is exercised irregularly. One example cited involved a statement reiterating the importance of quality of instruction as a criterion for promotion.

Up to this point, department chairpersons have not viewed themselves as a particularly powerful group. However, in practice, the president rarely fails to appoint a candidate who is chosen by the department. Since chairpersons are appointed for two-year terms and must then go through a process of faculty review, faculty feel that they have considerable influence over the choice of department chairpersons. This causes concern to academic administration, and a number of department chairpersons reported reluctance to make any decision which the departmental faculty would not support.

Prior to the advent of collective bargaining, some informal search and screen procedures were used for the selection of administrators other than department chairpersons. This process has now become more formalized. However, faculty are not involved in the selection of administrators other than department chairpersons.

Recommendations concerning promotion and tenure originate with department chairpersons. Decisions to grant tenure and to promote are automatic, based upon the satisfaction of technical criteria such as senority and the number of graduate credits attained. Up to this point, the institution has established no limits on the numbers who may be in any particular rank nor have they established any policy with respect to the number who may have tenure.

In the formative years of the institution, both administrative procedures and governance were characterized by informality. As the institution grew, layers of administration were added, with the result that it became more difficult to make decisions and to maintain adequate communication. The first regional accrediting report commented on this lack of adequate governance procedures. Following this report, a Faculty Senate, encompassing the faculty and administrators, was formed. The senate also included students. It soon

became enmeshed in discussion that provided for the exchange of points of view but seldom produced concrete action. Only two aspects of the senate had even some influence on the governance structure. One, a committee of the faculty that met with the president to discuss matters related to salaries and fringe benefits, seems to have done little more than underscore the lack of faculty influence in these personnel decisions. The other was the Executive Committee of the Faculty Senate which the president used as a sounding board. The powers of the senate, however, were strictly advisory, and both faculty and administration agreed after two years that the senate was not an effective arrangement for faculty influence in the governance process.

Chronology of Events and Issues Leading to Collective Bargaining

In the fall of 1970, a workshop was conducted bringing staff members together in successively larger groups until these groups elected representatives to what eventually became the Super Committee. This committee was composed of eight faculty, two administrators, and four students. The goal of the committee was to establish a representative structure to provide for appropriate involvement in decision-making. The committee also addressed itself to issues of administrative structure. Neither its comments on administrative structure nor its suggestions with respect to governance invoked a positive response by the administration. The decision to reject the committee's recommendations, in the minds of some faculty members, contributed to the subsequent choice of the American Federation of Teachers (AFT) as a bargaining agent for the faculty in a very close election. Much of the discussion during the recognition campaign centered around the lack of faculty involvement in decision-making.

Evidences of this lack of involvement ran from a statement in the Board Policy Manual forbidding faculty to discuss college

business with the board, to the growing realization that the *ad hoc* committee of the Faculty Senate would have no significant influence on salary or fringe benefit decisions, nor to the decision to eliminate core requirements for English--a faculty decision made by a presidentially appointed committee that some faculty felt to be a rubber stamp.

Personnel problems related to the perceived absence of suitable procedures for involvement in decision-making, especially in areas involving initial placement on the salary schedule and lack of a formal grievance procedure compounded the situation. Some concerns existed about economic issues, but these related primarily to the ways in which available funds were allocated to faculty salaries and fringe benefits. Faculty members did realize their dependence upon allocations for funding, but the lack of openness in the budgetary process, particularly in some divisions, contributed to the suspicion of unfair distribution.

The board employed a labor attorney immediately after passage of legislation authorizing collective bargaining. Significant efforts were made to educate trustees and administrators about probable consequences of the faculty's decision to organize. In retrospect, many administrators felt that the guidance was not well advised. Much information given to administrators and to board members not only proved erroneous, but helped to establish the attitudes that made the transition to unionization more difficult.

While the board and administrators were becoming educated to the prevalent views of appropriate responses to collective bargaining, a small group of faculty had established contact with AFT. The leadership of this group consisted of faculty members who had not previously held leadership positions within the institution either within the Faculty Senate or in departments. These faculty members were characterized as being young and predominantly from English and the social sciences. One of the group had previously taught in a public school that was affiliated with the AFT. The bargaining unit excluded department heads and part-time faculty.

The campaign involved the National Education Association (NEA), AFT, and No Representative. The American Association of University Professors (AAUP) was approached but ruled itself out at a very early stage. Ultimately, many AAUP members supported No Representative in the run-off election. The major issues between the association were "professionalism" as stressed by the AAUP and "organized labor" as represented by AFT. The administration conducted a strong anti-union campaign through a series of "Dear Colleague" letters drafted under the guidance of the labor attorney previously employed by the board. The administration stressed that collective bargaining would result in the loss of collegiality and questioned the effectiveness of a union at the college. The first election was conducted in May, and the results were 74 votes for AFT, 50 for No Representative, and 28 for the NEA. The run-off election was held in September and the AFT won 84 votes to 71 for No Representative.

The administrative campaign had two major impacts. The first was to polarize the faculty, a condition which lasted more than two years and was corrected only when issues of greater importance to the faculty as a whole emerged. The second was to weaken the position of the faculty union at the bargaining table. During the first two sets of negotiations, the faculty were uncomfortable in discussing actions such as strikes and were uncertain about the support these would have from the faculty.

Probably decisive in the final outcome of the election was the very strong campaign mounted by AFT members with assistance from the staff members at a neighboring college. The AFT campaign was well organized; it was aggressive and included visits to faculty members' homes. Given the closeness of the election, it is doubtful that the college would have chosen to organize in the absence of such activity. Administrators and faculty seemed well versed about the potential implications of formal unionization.

Faculty preparation for the first set of negotiations was very thorough. At open meetings, all faculty were given an opportunity to submit bargaining proposals which were then voted upon by the faculty union leaders. After a proposal had been accepted for inclusion in the bargaining position, faculty members were polled, and the results were used to establish priorities and to identify "strike" issues. Under the guidance of the AFT, however, feedback *during* negotiations to members of the federation was very general, because bargaining team members sought to preserve the confidentiality of the bargaining process.

The management team was chaired by the Board of Trustee's attorney and included two other members, the assistant to the president and the director of financial affairs. The faculty reported that they initially were skeptical about the presence of an "outsider" at the table and felt threatened by the board's action in hiring an attorney. However, the attorney was successful in winning faculty confidence, and union leaders also believe that he exercised considerable influence with the board; when he made a commitment, the board supported him.

The first contract required six months to negotiate. Initially, there was a certain amount of sparring in areas such as the use of bulletin boards, office space, and other minor factors. Participation in governance was the highest priority of the faculty and emerged as the major issue. The administration took a hard line on what a board was required to bargain. The reluctance to bargain issues related to governance led ultimately to the board's rejection of some agreements reached at the table. The negotiators for the federation were notified two days before classes were to begin of this board decision. As a consequence the opening of classes was temporarily in doubt. However, the issue was resolved when the board at its August 1972 meeting, agreed to adopt, *outside the contract* those policies the faculty felt to be of highest importance. These policies were listed at the back of the agreement.

The board's policies specified:

1. Departmental committees recruit and select of faculty.
2. Individual departments participate in the departmental budget-making process.
3. College-wide criteria for departmental faculty could be supplemented by departmental criteria.
4. Departments shall work together with the dean in the determination of guidelines for scheduling course assignments.
5. There should be periodic review of programs, courses, and enrollment patterns.
6. There should be faculty participitation in the selection of department chairpersons.
7. Faculty shall schedule five hours per week as office hours.

Another sensitive issue in the first set of negotiations was faculty involvement in the selection of a departmental chairman who had been excluded from the bargaining unit. The contract calls for a department or a departmental committee to meet with the appropriate dean and consider all eligible candidates. The resulting recommendation of a candidate or candidates is forwarded to the president who may fail to approve the recommendation only for "reasons based on fact." Some administrators felt that this was too great a concession. (The first contract was negotiated under federal wage and price guidelines so the limit of salary increments was fixed.)

The first contract was for one year. This meant that very shortly after it had been ratified and while the institution was still attempting to adjust to the new order, it was required to enter into negotiations for a second contract. Negotiations for the second contract required roughly the same period of time as for the first contract. However, the second set of negotiations went more smoothly and had fewer emotional crises.

The two most significant issues in negotiations for the second contract included an improvement in the governance procedures and the economic package. The first contract included a set of governance recommendations based in part upon the recommendations of the previously constituted "Super Committee." The contract established a central forum composed of the chairpersons of the 13 committees required under the governance structure. This group did not work effectively and caused significant dissatisfaction to faculty and administration. As a result, in the second contract, the committee of chairpersons was replaced by an advisory council to the president.

The economic package negotiated in the second contract reflected the internal political balance of the union. The union was dominated by junior members of the faculty since most of the senior faculty had not become dues-paying members. The package included bonus payments for promotions and for those who earned additional advanced degrees. In addition, there were across-the-board raises of $800 and $900 for junior faculty and only $1000 for full professors. Since senior faculty were not eligible for promotion monies and some were not eligible for additional advanced degrees, they charged the union with making an inequitable salary agreement. The event led some of the senior faculty to become actively involved in union affairs.

The third set of negotiations were in progress at the time of our visits. A special salary committee formed by the union has developed a special package. Negotiations for the college are being conducted by a newly employed assistant to the president for employee relations. For the first time this staff member has involved administrators and board members extensively in the preparation of the management proposal. The result has been a significantly greater satisfaction with this part of the process by administrators. Faculty members, however, are apprehensive that this negotiator lacks credibility with the board and the flexibility that the previous negotiator enjoyed. For the first time this year, faculty state there is serious

discussion about the possibility of a strike, and a strike contingency has been formed.*

Supporting management negotiators in the third set of negotiations is a liaison committee consisting of the chairman of the board, the chairman of the fiscal affairs committee, and the chairman of the academic affairs committee, plus two members from the Executive Committee of the board. To this liaison committee is added the president of the college, the dean of instruction, and two directors. It would appear that negotiations have become more professional, perhaps less emotional, and, certainly, more formal over the course of the three sets of contracts that have been negotiated.

Content of Contract

The first contract did reflect faculty concerns through the establishment of a governance structure. The fairly simple structure involved 13 standing committees and a committee of committee chairpersons. Reflecting some of the Super Committee's recommendations, the Committee of Committee Chairmen was designated as the group to advise the president. If the president failed to accept its recommendations, the committee could override his decision and take an issue directly to the board. In the second contract, the Committee of Committee Chairman was replaced by an advisory council to the president. All committees, including the advisory council to the president, were composed of a majority of faculty members designated by the federation. All other committee reports were considered by this council. Students may be added in accordance with the wishes of each committee, but this is not detailed in the contract.

The second contract did include more extensive salary and promotion provisions, heavily weighted towards the junior faculty

*This institution was subsequently involved in a strike.

as already noted. It also contained a provision on senority, transfers, and displacement which was subsequently used by the college to announce layoffs due to an unanticipated decline in enrollment. Finally, the second contract continued to list at the end of the agreement, but not as a part of the agreement, a series of college policies of major concern to the faculty that the board refused to negotiate but did adopt as policy.

Contract Administration

The extensive preparation for collective bargaining, combined with some of the "horror" statements that apparently formed a part of the advice given to administrators by those with experience in industrial settings, resulted in administrators taking a strict constructionist view of the contract, particularly in the first two years. This period was approached with caution by faculty and administration alike. The process of making decisions slowly and more visibly reflected a desire on the part of union and administration to avoid grievances. As a result of this approach, only seven grievances have been filed during three years, and most of these have not been of major concern to faculty or administration. The one issue which might have erupted into serious confrontation involved the layoffs announced due to a *projection* of a decline in enrollment. Grievances were filed in each of these cases. However, all of the faculty members affected had been recalled by August of 1974, thus effectively halting the grievance process.

Of the seven grievances filed, two have gone to arbitration. One, involving a charge of age discrimination, was won by the union. One involved a promotion where a positive recommendation was changed upon receipt of additional information. Arbitration on this case is currently pending. The grievances filed have involved tenure, retirement, promotion, and the actions of the Study Committee on Evaluation.

There are varying perceptions of the effectiveness of meet and discuss sessions. Administrators perceived the union as initially having attempted to renegotiate the contract through such sessions. It does appear that meet and discuss sessions were extremely helpful in assisting the institution to adjust to the terms of the contract. The union has been most insistent about having the president of the college present at these sessions. However, management has protected the flexibility of the president by having the assistant to the president for employee relations serve as the major spokesman. In addition, management requires an agenda in advance and will request supporting data if prospective agenda items lack sufficient detail to be self-explanatory.

Decisions are not made at meet and discuss sessions and management is very cautious about making commitments. In addition to the president and the assistant to the president for employee relations, representatives from Fiscal Affairs or from the Office of the Academic Dean may be added when an issue to be discussed is related to their area of expertise. Monthly meetings were held during the first two years, but they have taken place less frequently during the current year.

Meet and discuss sessions were effective initially in resolving tensions and later in providing an opportunity for administration to consult with faculty before making decisions. Meet and discuss sessions were least effective during a period when the union was severely split by the previously mentioned conflict between junior and senior faculty. This conflict also had a deleterious effect on the tone of faculty-administration relations. A number of "confrontations" or disagreements have occurred between administrators and faculty as they interact on various committees. There have been many split votes, with faculty taking one point of view and administration the other. One committee has voted to go out of existence for lack of jurisdiction. The Curriculum Committee seems to be an exception since it is generally satisfied with the way it functions.

While the Advisory Council to the president has the right to override an administrative veto and take an issue directly to the board, it has not done so. Of the fifty issues it considers in a year, the president accepts recommendations on about eighty percent and explains the reasons for not accepting the remainder; he also suggests alternatives. In general, the Advisory Council has functioned effectively despite the problems of internal union politics.

The least effective and most controversial committee is the one on criteria for evaluation of instruction. This committee was divided into two subcommittees, one to work on criteria for promotion and the other to work on procedures. The report of the committee on procedures proved acceptable to the Advisory Council, was ultimately accepted by the president, and is currently in effect. However, the committee on criteria was never able to reach agreement but eventually passed, on a four to three vote, a set of criteria found to be unacceptable by the Advisory Council. Finally, the council ended up rewriting the criteria. Evaluation "works" at the department level because chairpersons use alternatives for evaluation that are acceptable to the faculty. Nevertheless, the criteria for evaluation remain an issue of concern.

Essentially, the decision-making process concerns itself with coordinating and maintaining types of decisions as well as responding to problems that emerge. Individuals experience considerable autonomy, as do departments, within their defined areas of responsibility. Faculty and administration alike seem to welcome the return to "normality" that has gradually taken place as faculty have become less militant and administrative attitudes have softened.

Impacts of Collective Bargaining

Governing Boards

The Board of Trustees has become generally more cautious about accepting faculty proposals for change and assesses them in

terms of their potential impact on collective bargaining. The board continues to view the union with suspicion. As a consequence, it appears that the board relies more on its formal authority now than it did prior to the advent of collective bargaining. This may be balanced to some extent because faculty now have access to the board.

Academic Administration

There is a change in the style of the president. Prior to collective bargaining, he was viewed as somewhat paternalistic and authoritative. He has become less visible in the decision-making process as the institution has moved to a more corporate style. The president does not feel that he has less authority. Actually, he regards the contract as an enhancement of the authority he exercises in the decision-making process. Many faculty members perceive the situation somewhat differently and believe that the president may have lost some of his personal authority under collective bargaining. Perhaps the explanation of the differing perceptions are related to the changes in role definition that have taken place. The president's responsibilities now center more upon personnel decisions and less upon matters related to the academic program. As a result, the academic dean has gained greater visibility and more significant status in decision making related to academic issues.

Faculty-Administration Relationships

Faculty regard administrators as more flexible and more communicative although sensitive about their prerogatives. Relationships are more formal, but the basic institutional structure does not appear to have undergone significant change. The two exceptions are employment of an Assistant to the President for Employee Relations and a reduction in the number of departments. Academic administrators report they are involved in more paperwork and have a greater

sensitivity to legal issues. The additional paperwork, while related to collective bargaining, may also be in part a consequence of growth. Under any circumstances the term "paper trail" has become a part of the institution's vocabulary and administrators are very careful to make sure documentation is available for personnel decisions.

Faculty Role in Governance

Initially, collective bargaining polarized the faculty; two issues have helped to reunite them. The first was the layoffs announced in December of 1973. As a consequence, both of the decision and the perceived arbitrary method of handling it, faculty and students attitudes towards the necessity of a union underwent some change.

The second incident involved the reaction of the senior professor's caucus to the economic arrangements contained in the second agreement. After joining the union as a block, these professors selected a slate and elected their own candidate as president. Their choice resigned after one month and wrote a letter very critical of the faculty of the English department and of the union itself. Nevertheless, a group which previously had chosen not to associate with the union is now a part of the group and this reduces the degree of previous polarization.

The potential role of faculty in governance has clearly been enhanced, however, the degree to which faculty are really committed to exercising that role is in serious question. The process of change, never swift at this institution, has been further impeded. The original Faculty Senate still exists on paper, but is inoperative despite some sporadic efforts made, primarily by administration, to revive it. There seems to be a general lack of faculty and student interest in governance now that the original problems have been resolved and further change would have to occur through what has come to be

regarded as a cumbersome structure of governance. Faculty clearly do have more opportunity to influence decision making, especially with regard to the educational program, and it would appear that their influence is being exercised in this area. There is now recognition that no single constituency within the institution can make a decision which affects other constituencies without consultation, and there are attempts to compromise those areas where opposing interests are at work.

With respect to the appointment of department chairpersons, faculty feel they exercise all of the authority they need. Faculty concern was expressed that if the department chairperson was not perceived as a credible administrator by the dean and the president, they would remove the department chairperson from his/her responsibilities and transfer authority to a new administrative level. (This has happened at a neighboring institution and faculty are sensitized to the possibility.)

Union Role in Governance

The union has given faculty a greater sense of job security. The importance of this has increased concomitant with the decline in institutional growth. The union views itself as a conservative force and regards its leadership as having been moderate throughout the process of organizing and negotiating the initial contracts. The absence of real controversy within the institution and the steady progress towards accommodation would seem to support this point of view.

One of the issues of major concern to the faculty at present is the absence of faculty interested in doing the work necessary to carry out union responsibilities and to staff the governance structure established in the agreement. A very limited number of faculty are doing most of the work. Faculty have become apathetic, not only about governance, but about the union. Their view is characterized by those who have to do the work as: "Get me salary increases, but otherwise don't bother me."

Impact on Students

There does not seem to have been significant impact on students. Prior to the advent of collective bargaining, students were not involved in making decisions other than in areas unique to their own concerns. Students, initially hostile to the union, ran articles in the student newspaper critical of the union and of its leadership. Union leaders became particularly sensitive to student charges that they were not concerned about student involvement. This reaction on the part of students probably contributed to union willingness to enter into the informal agreement that committees can add students as desired.

Student attitudes towards the faculty union did appear to change during the controversy involving retrenchment. The students have an organization called the United Student Coalition which now represents them in issues where they have interest. In general, however, the importance of student involvement in decision making is taken lightly both by faculty and administration, and no evidence suggests that students object to this view.

Impact on Other Staff Members

Administrative opinion does not appear to be as divided as in some of our other cases. The simplicity of the administrative structure limits the levels through which administrators go in order to gain access to decision-making forums. Further, the method of selecting department chairpersons provides them with legitimacy in the eyes of both faculty and administration. In consequence, their problems seem less than those in other institutions. Department chairpersons retain all senority rights while serving as administrators and, upon return to the faculty, are given the salary increases granted to other faculty members during their period of absence from the bargaining unit. A department chairperson may at any time elect to return to the faculty insuring that he/she receives the advantages negotiated at the bargaining table.

In the fall of 1974, some of the college's academic administrators did give consideration to a formal organization to represent them. However, after discussing the advantages and disadvantages with the assistant to the president for employee relations, the group concluded that they should continue to function informally as they had in the past. Recently, members of the office and clerical staff were faced with the decision of whether or not to organize. The administration conducted an effective campaign to encourage such employees to vote for No Representative, which won by a moderate majority. The college argued with effectiveness that neither the economic circumstances nor the working conditions of the employees would be improved through turning to a union and that the office and clerical employees could continue to secure adequate response to their concerns through informal procedures.

Impact on the Budgetary Process

The impact on the budgetary process is more difficult to assess. It would appear that the significance of the impact is different depending upon the department. Under pre-collective bargaining conditions, some division chairpersons maintained almost total secrecy about their budgets. The departments that formed a part of these divisions were among those most active in the process of organization. The Language and Literature Department, as one example, now has much more information about its budget than was previously the case. Further, this department seems to have benefited from the opportunity of representing its point of view in administrative circles during budget hearings. The department now seems more adequately provided with instructional supplies and equipment than was previously the case. Other departments continue to operate as they did prior to the advent of collective bargaining. In such departments, the chairpersons always circulated forms to the faculty that provided them with an opportunity to request supplies or equipment. While the response was generally limited, at least faculty members did have and have now the opportunity to express their preferences.

In general, however, it appears that better information is now available about current funds, and there is more confidence about the way in which available funds are distributed.

Chapter Summary

Background

The faculty at Local Community College elected collective bargaining because the recommendations of one Super Committee, created to provide for appropriate involvement in decision making and to address itself to issues of administrative structure, failed to achieve administrative support. Personnel problems, especially initial placement on the salary schedule and lack of a grievance procedure, exacerbated the governance issue.

NEA, AFT, and No Representative campaigned energetically; the administration conducted a strong anti-campaign. The first election was indecisive. In the run-off AFT defeated No Representative, 84 to 71.

Contract Negotiations

In the first contract, which took six months to complete, participation in governance emerged as the highest issue. The board refused to negotiate many of these items but agreed (after a temporary delay in the fall opening of classes) to adopt, outside the contract, those policies the faculty felt to be of greatest importance. The first contract was negotiated under wage and price guidelines, which kept economic issues from becoming as important as they otherwise might have been.

In the second set of negotiations, improvement of governance and economic conditions were the major issues. In this contract, junior faculty, who were most active in the union, benefited significantly over senior faculty. This led the senior faculty to charge an unfair settlement and to become more involved in the union.

The third set of negotiations were underway at the time of our visit. The administration is more satisfied with the procedure because it is being conducted by a new assistant to the president for

employee relations; the faculty, however, thinks he lacks credibility with the board and the flexibility of the previous negotiator. They feared a strike (which did, in fact, eventually occur).

Content of Contracts

The first contract did establish a structure of governance by 13 committees with the committee of committees as advisory to the president. In the second contract this committee was replaced by an advisory council to the president. The second contract did include more detail on extensive salary and promotion decisions which were heavily weighted toward the junior faculty. The contract listed, as had the first one, a series of college policies adopted by the board that were of major concern to the faculty but which the board refused to negotiate.

Contract Administration

In the first two years of the contract, faculty and administrators acted cautiously in decision making in order to aviod grievances. Seven grievances have been filed involving tenure, promotion, retirement, and the actions of the Study Committee on Evaluation. Of the seven, two have gone to binding arbitration; the union won one; the other is pending.

Meet and discuss sessions are helpful in enabling the campus to learn to live with the contract. Later they provide opportunity for administration to consult with faculty before making decisions. No decisions are actually made at the meetings. The most troublesome issue is establishing college wide criteria for faculty evaluation which are acceptable to everyone.

Impacts

The board appears to rely more on its formal authority than it did before bargaining, for it views the union suspiciously and

assesses all proposals in terms of their potential impact on collective bargaining.

The president's style and role seem to have changed. Where he was formerly perceived as paternalistic and authoritative, he is now simply less visible. Where his authority centered upon personal decisions and academic matter, it now seems to be more concentrated on personnel decisions.

The structure of faculty-administrative relationships are new and the relationships are more formal. Administrators feel a greater burden of paperwork, but while it is partly related to collective bargaining, it may also be a consequence of growth.

The potential role of faculty in governance has been enhanced; faculty initially polarized were reunited when layoffs became an issue in December 1973, and after the negotiation of the second contract, senior faculty reacted to the economic advantages gained by the junior faculty and joined the union in greater numbers. Since then interest in union affairs has waned. The major achievement of the post contract activity seems to be greater recognition by campus constituencies of the interdependence of decisions.

The union has given faculty a greater sense of job security. It regards itself as conservative in the present and moderate in its organizing and negotiating roles.

There seems to be little effect on students, who were and are little involved. The impact on the budgetary processes differs depending upon the department. Those departments who operated with great secrecy about budgets are now more open. This openness seems to have increased confidence about the way in which available funds are distributed.

CHAPTER VI
RURAL STATE COLLEGE

Introduction to Rural State College

Rural State College is a comprehensive four-year institution which is part of a multi-campus state college system. There is a systemwide Board of Directors and a local board, but the essential elements of control lie with governmental offices at the state-level. The college offers the baccalaureate in a number of fields as well as graduate programs leading to the Master's Degree in Art, Science, and Education. The college is organized into four schools, with 27 departments, 17 of which are in the School of Arts and Sciences. The growth has been steady, rising from 1,000 students in 1950 to the current enrollment of more than 5,000. Full-time faculty number approximately 275.

The organizational structure for the college has recently been revised with job descriptions written for all administrators. Within the Office of the President, there is a special advisor for labor relations. The college uses a large number of advisory councils, the most important of which is the President's Council, involving those administrators who report directly to the President. There is also a Council of Academic Deans chaired by the Vice President for Academic Affairs. The president visits the meetings of the Council of Academic Deans and has a place on its agenda. Next in order of importance is the Academic Council also chaired by the Vice President for Academic Affairs, which includes, in addition to the deans, the department chairperson. There is also a Council of Department Chairmen which has, as its major function, the submission of agenda items to the Academic Council. In addition to these advisory councils, there is a considerable array of committees and representative bodies at all levels of the institution. It is generally recognized that the proliferation of committees constitutes one of the major problems of the campus. The committees have been generated from at least four major sources: the College Senate, established in 1969-70; the collective bargaining agreement; a planning commission established in 1973 which has generated a series of study committees and task forces; and, a number of administratively appointed advisory

committees that often duplicate the functions of committees appointed by one or more of the other groups.

Chronology of Events and Issues Leading to Collective Bargaining

The leadership was tightly held for a period of 28 years by a strong president who "ruled" the institution with little involvement from faculty or students. While his style of leadership produced some resentment from faculty members about their lack of involvement in decision making, it also produced a number of important advantages. These included steady growth and the development of excellent physical facilities. While this long-term president stated that his door was always open, a number of interviewers reported that it was generally understood that you went to see him only if you were summoned. Indeed, a number of faculty apparently feared that any sign of overt opposition to the president's policies might result in loss of favor. For example, the institution and the president had discouraged any attempts at creating faculty governance machinery at the campus level. The faculty perceived the president as being so opposed to "active" faculty members that the membership of the local American Association of University Professors Chapter was not made public until 1968, after this president retired.

As late as 1968-69, the college was still organized in divisions headed by division directors. These directors exercised substantial authority under the close supervision of the president. Rural was one of the last institutions of its type to establish the position of dean.

This strong president was succeeded by an individual who was appointed as the product of a search and screen procedure involving the total college community. His tenure was marked by rapid change and by the development of a series of confrontations leading ultimately to an extremely high level of tension, a divided institution, and the resignation of the president under fire. In the early days of his tenure, the president raised the aspirations of faculty members and students concerning involvement in decision making through a complete reorganization both in administrative and academic affairs. Vice presidential positions and deanships were created; a College Senate was established that involved both faculty and students, and

it was generally understood that this senate was to enjoy the confidence of the president and would have his support for its decisions.

As a result of rapid change and the personal characteristics of the new president, the campus polarized into those who supported him and those who did not, a development which involved the community and ultimately the local Board of Trustees as well as faculty and students. This development was in marked contrast to the cohesion which had previously existed within the institution. These background issues coalesced into a conflict which culminated in several staff resignations. The way this situation was managed led to hearings, a fact-finding investigation, and a considerable period of turmoil which terminated with the president's resignation.

While many issues arose during the tenure of this president, the most important outcomes included the level of conflict, the extent of polarization, and the general turmoil, all of which took place concurrently with the passage of collective bargaining legislation, the organizational campaign, the election of a representative, and the negotiation of the first contract. The impact of this turmoil is important because it is an essential to an understanding of the impact of collective bargaining on this campus. Adjustment to collective bargaining seems to have been affected by the turmoil which caused great anguish and anxiety among a faculty and staff that were accustomed to a relatively peaceful environment.

Rural State College was included in a bargaining unit with the rest of the campuses in this multi-campus system, so the politics of the campaign are difficult to isolate at the local level. At the system level, the ballot included the three major faculty unions and No Representative.

The recognition campaign at Rural College centered around a choice between AAUP, which was perceived as being associated with the Faculty Senate, and the National Education Association. The American Federation of Teachers did send around at least one mailing, but there were no reports of AFT organizers visiting the campus. No Representative was never considered as a viable alternative. The major issue stressed by AAUP was academic freedom, while NEA stressed the need to improve the economic welfare of the faculty. The election was very close with NEA winning by a narrow margin on Rural's campus, although NEA won rather handily at the system

level. The campaign was described as cordial and academic, and after the election, many of those who supported AAUP became members of NEA. According to local NEA leaders, Rural State had the largest number of NEA members of any college in the system during the first year after the system was organized.

It does not appear that any preexisting campus leadership group was transformed into NEA leadership. The faculty members, who were working for the development of an NEA chapter as early as 1968 or 1969 did not become extensively involved in the leadership of the College Senate, which emerged in the early seventies as the dominant faculty decision-making group on campus. Neither did the early NEA leaders come from the preexisting Faculty Association, which, for this institution, was almost exclusively a social organization.

Administrators clearly opposed collective bargaining but did not mount an active campaign. A substantial number of department chairpersons did not want to be included in the bargaining unit, but a systemwide decision was made to put them in the unit. Most department chairpersons at this campus now believe this to be the more desirable course of action. Once the campaign concluded, there was a significant assimilation of faculty from all groups into the committee structure.

Contract Negotiations

At the time of our visit, the college was operating under its second contract. Faculty members at the college perceived contract negotiations for both the first and second contract as a "distant experience." Negotiations took place in the state capitol between state officials and the state level union staff and officers and consequently, there was little understanding of and information about the collective bargaining process on the campus. Faculty members had difficulty understanding why the union could not keep them informed of its bargaining position without the possibility of that information leaking out to management and thus undermining the faculty strategy. In preparation for the second set of negotiations, the union recognized the extent to which faculty felt left out and the president of the local chapter circulated a copy of the existing contract with

blank spaces. Faculty members were invited to complete the blank spaces with the policies that they wished to recommend but only twenty faculty members did so. This input was taken to the policy committee of the NEA. Again, however, the necessity of maintaining confidentiality of the bargaining process prevented any feedback to faculty members who had submitted input. During the second set of negotiations, the union did provide a toll-free telephone number that could be dialed. This number produced a recorded summary of the progress of contract negotiations. Faculty members complained, however, that such summaries were generally two to three weeks out of date.

Campus-based administrators had little influence in either set of negotiations. Management's bargaining team for the first set of negotiations had two vice presidents from other campuses in the system, but they have reported their influence was minimal. The state hired a private attorney to head the first negotiations and three or four members of the state executive branch of government were on the bargaining team. The second round of negotiations were also chaired by an external consultant and had only one representative from the campuses, who happened to be a dean at Rural on a year's leave at the time.

Contrary to the practice during the first set of negotiations, there was a "back up" policy committee for the second contract which was chaired by a member of the state executive branch of government. This committee's purpose was to gather suggestions from campus administrators about the content of negotiations, but the interviewees at Rural complained that it was mere window dressing.

Content of Contracts

The Rural campus was generally satisfied with the economic provisions of the first contract. The major concerns of the faculty included job security, economic welfare, and increased involvement in personnel decisions. There was relatively less concern about involvement in governance. Both management and the faculty had difficulty understanding the contract provisions. This caused problems since the contract arrived almost simultaneously with the beginning of the fall semester.

There was relatively less satisfaction with the second contract. One member of the union's Executive Committee attributed this to the more difficult fiscal times then prevailing. The faculty members who expressed dissatisfaction with the second contract were comparing its economic provisions with the gains in the first contract. Significant additions to the second contract included a no-retrenchment clause and a provision linking a reopener on salary discussions to gains won by the union representing the nonprofessional staffs. This was a particularly sound strategic move since it had the impact of tying the smaller NEA unit to the gains won by the more politically potent classified staff union. The contract also contained a statewide meet and discuss provision that was still being interpreted and apparently had not yet gone into effect.

Administrators expressed little dissatisfaction with either contract except in the areas of flexibility related to faculty load.

The first contract that emerged in the summer of 1972 was relatively comprehensive. In addition to a highly favorable salary and fringe settlement, it included a grievance procedure culminating in binding arbitration; policies and procedures for faculty participation in the areas of promotion, tenure, merit, and work load specifications for teaching faculty.

In the area of governance, there were several important provisions. In addition to a management rights clause, the contract provided for a campus-level "meet and discuss" arrangement. Management also agreed to meet and discuss policy changes that might lead to retrenchment with the state-level union. Another provision specified the duties of department chairpersons who, as bargaining unit members, could no longer be considered "management." Provision was also made for a faculty curriculum committee on each campus, but the roles of campus senates were implicitly left to local determination.

The tone of the second round of negotiations was established in November 1973, when the two state-level parties began to meet periodically on an informal basis. It was decided during this period to minimize the adversarial nature of the bargaining process and to focus on resolving problems of mutual concern. When the teams began formal negotiations in February 1974, it was clear that the second contract would be a joint endeavor of the central leadership

of the union and management as represented by state-level officials in the executive branch of government.

The tentative agreement reached in July 1974 reflected a mutual predisposition toward compromise. The union agreed to a relatively low 4 percent salary increase for the first year, with an annual salary reopener. The reopener agreement contained a provision for binding arbitration in which the arbitrator would be instructed to consider subsequent salary settlements with other public employee unions. In exchange, management agreed to delay any retrenchment actions through 1975-76.

The provisions relating to governance reflected management's interest in containing the scope of the contract as well as recognition of the potential utility of increased union participation in and support for decisions made between contract negotiations. Instead of introducing increasingly detailed policy and procedural provisions into the contract, the contract calls for a statewide meet and discuss arrangement similar to that previously established at the campus level. Significantly, the college presidents were not to be involved in this arrangement. In addition, provision was made for a series of state-level "contract committees" which would develop detailed provisions for statewide guidelines in the areas of promotion, tenure, and faculty evaluation. Finally, a flexible "term of agreement" provision gave the contract a potential life span of five years.

The second contract has a number of additional provisions including the creation of distinguished teaching awards to replace the traditional merit system and a provision for compensating faculty for independent study. There is also a provision equating laboratory sections with lectures in the sciences for purposes of work load credit.

Contract Administration

When the initial contract went into effect, Rural State was being served by an acting president. He took the position that his role was caretaker; therefore, he should avoid, to the extent possible, making decisions that might bind his successor. He did continue to emphasize collegial relations with the faculty. In addition, steps were taken to educate faculty and administration that filing a grievance was a "normal" procedure, and the grievance procedure should be

used for resolving differences of opinion. The emphasis on collegiality and the use of the grievance procedure as a normal process, combined with the decision to serve as caretaker, provided the institution with a period of stability while staff members were becoming accustomed to the new contract. It would appear the lack of union militancy, combined with the absence of adversarial relationships, which continue to be characteristic of the college, are in part the consequence of this year of stability. There is also an apparent lack of formalization and excessive documentation that seem to accompany the process of collective bargaining at most of the other colleges visited.

The new president has extended the period of stability initiated by the acting president. Clearly, the emphasis in institutional decision making has been upon consensus building and upon the restoration of cohesion. Both the union and management have moved very cautiously and seem to have avoided making decisions without careful mutual consultation. The result has served to emphasize collegial relationships and to make it very difficult to distinguish where administration leaves off and faculty leadership begins.

Rural State College had less than its share of grievances when compared to other campuses even in the initial year of the first contract. The total was 15, with most of these being on personnel issues. Five of the 15 were filed by two faculty members. Because the acting president was reluctant to make decisions, most of these grievances went to the state capitol, with two going to arbitration. When the current president arrived, agreement was reached to retrieve these grievances and to attempt to resolve them on the campus. This was done with considerable success. Even the two grievances that had gone to arbitration were reconsidered. In one instance the decision was to pay for a second arbitration of an initial arbitrator's decision because the parties agreed they did not understand what the first arbitrator's decision meant.

Under the new president, very few grievances have been filed. Most faculty concerns are resolved through discussions between faculty and their immediate supervisors. It is obvious that this process works as it does because there is presidential pressure on administrators to resolve grievances at that level. At the same time, the Union Grievance Committee has shown considerable restraint and has worked for constructive solutions to grievances rather than acting as an

advocate of the faculty "at all costs." This mutual restraint and consultation, which has characterized the grievance process under the current president, permeates the entire campus and all of its decision-making mechanisms. Clearly, the style of the new president is an important influence on this growing accommodation.

The use of the grievance procedure reflects the extensive knowledge of the president about collective bargaining and the provisions of the contract. (The current president was one of the former vice presidents who served as a member of the management team for negotiation of the first contract.) The two grievances which have been taken to the state level under this president involved academic freedom and a dismissal. The grievance related to academic freedom involved the selection of course materials and was exacerbated by the actions of the dean who initially handled it. This grievance was resolved at the state level and although it was denied, it provided the faculty member concerned an opportunity to vent frustration and to achieve some measure of vindication.

The second grievance was more complex and involved the dismissal of a faculty member who may or may not have had tenure depending upon the interpretation of contract provisions. This particular grievance may have been complicated by the desire of the administration to reach accommodation whenever possible. The administration offered a compromise which it appeared went beyond what was considered necessary by the Union Grievance Committee. In this situation the problem was caused by differences of opinion between the department and college-wide committees on tenure. The careful adherence to procedures spelled out in the contract apparently have prevented any anxiety or tension arising within the general faculty over this issue.

The union wanted to have meet and discuss sessions directly with the president. On the advice of the special advisor to the president, who was a lawyer, a decision was reached this would not be desirable. During the first year, a single representative of the president met with the union. In the second year, the committee for management was expanded by the addition of the deans and the vice presidents. At the first meeting of the expanded Meet and Discuss Committee, administrators failed to caucus in advance to agree upon a spokesman. As a result, there was a certain amount of tension

among administrators which was observed with some amusement by the faculty. The problem was soon resolved and meetings continued with very little tension.

This does not imply meet and discuss meetings were not characterized by vigorous exchanges. Such exchanges do occur, but there is little evidence these exchanges violate in any way the good relationships characterizing faculty and administrative interaction. Meet and discuss sessions deal with routine day-to-day problems that arise on the campus. Seldom is it necessary for matters to go beyond meet and discuss directly to the president. The special advisor to the president does continue to serve on the meet and discuss committee and he does have direct access to the president. It is understood that if a matter needs to be discussed with the president, the special advisor will see that such discussion occurs.

There seem to be three principal values of meet and discuss sessions. First, they serve as a safety valve where faculty and administrators may express strong feelings and clear the air. Second, these meetings head off grievances by presenting faculty concerns at a point where it is still possible to make the necessary accommodations to prevent them from developing into grievances. Finally, meet and discuss sessions have served to educate both management and faculty concerning the provisions of the contract and how to accomplish objectives within its scope.

The leadership of the college NEA has been responsible and moderate. One of the first actions of its president was to invite the Academic Affairs Committee of the preexisting Faculty Senate to serve as the Curriculum Committee called for under the terms of the agreement. As a result, from the beginning, students served on the contract-stipulated Curriculum Committee since they had served on the Academic Affairs Committee. The president of the NEA Local also invited the Grievance Committee of the Faculty Senate to serve as the Grievance Committee called for under the terms of the contract. With two exceptions, this committee agreed to serve also.

All of the committees called for by the agreement, with the exception of the Grievance Committee, are elected at large from among the total faculty. The union has never attempted to establish domination of these committees. According to the president of the Faculty Union, 85 percent of the total faculty are dues-paying members of the union.

One major problem of the campus, as previously noted, is the proliferation of committees. It is not uncommon to find three committees all serving the same function, especially in areas related to the budget and the library. The union has demonstrated remarkable restraint in permitting all of these committees to function while they have worked with the administration to try to resolve the problem. Currently a task force on the committee structure of the college is working to streamline the committee structure.

The key to understanding faculty-administrative accommodation at Rural is the Planning Commission. While the original impetus for planning came from the state government, the decision to use planning as a process for promoting cohesion and for establishing the authority for change can be attributed to the current president. Initially, the attitude of faculty members towards the Planning Commission was that not all of the plans formulated by the commission would be implemented. On the other hand there is very little likelihood that something *not* contained in the plan will be implemented. The high degree of union involvement in the Planning Commission is unusual in our experience. The vice president of the union is released half-time from his teaching load to provide major coordination for the planning process. The total dimensions of the Planning Commission permeate all aspects of college governance.

Administration and faculty appear to think that disolution of the Faculty Senate might reflect adversely on the degree of collegiality. As a result, there has been an attempt to find a role for the senate which is not already preempted by either the Planning Commission or the meet and discuss sessions. The College is experiencing difficulties in defining such a role but is not yet willing to give up the effort. Currently there is before the president a proposal for a Representative Assembly that would replace the College Senate. The future of the senate is in doubt not so much because anyone wants to do away with it as because no one can figure out what to do with it.

Governing Boards

There is no evidence the local Board of Trustees of Rural State College has been affected by collective bargaining. Such boards had and continue to have limited authority. While the president has included board members and others from the community in the planning process, there is no evidence that this development is related to collective bargaining. Rather, it seems to be related to the style of the current president who has taken this action as a way to ease some of the tensions between board members and the college which were exacerbated under the previous president.

Academic Administration

Academic administration has become more visible. Detailed descriptions of the organizational structure, including job descriptions, had existed; but this seems to be more the consequence of leadership provided by the president than any direct result of collective bargaining. There is evidence that academic administration and faculty are learning to reach accommodation on contract provisions where the goals of the institution or mutual concerns are involved. For example, while the contract requires that faculty members receive formal and binding notification of their summer teaching responsibilities by April 1, an agreement has been reached where such notification is given for courses only when there is reasonable certainty of enrolling sufficient students. Additional courses are listed with the notation that they will be staffed. The union has agreed that their members can be employed up to the period when the classes are actually offered.

It appears that somehow administration has avoided an adversarial role, while practicing effective management. At the same time, the union has avoided militancy and yet has represented the interests of their members effectively. The high degree of accommodation seems to have been influenced by the turmoil preceding collective bargaining and by the period of stability provided by the acting caretaker president. A new president not afraid to make decisions, but who consults extensively with NEA as well as with his

administrators and who seems eager to work out differences on the campus level, has also been a major factor. The combination of these factors has produced a climate where anxiety levels are low and where faculty members are prepared to cooperate, make reasonable accommodations, and contribute to the goals of the institution. The climate of the institution under collective bargaining is positive. There seems to be none of the excessive documentation or formalization evident on several of the other campuses visited, although department chairpersons did note they were required to perform more paper work and were also concerned about reduced flexibility, especially in dealing with faculty teaching load.

Part of the sense of harmony on the campus can be attributed to the new contract which prohibits retrenchment and makes reassignment of faculty and administrators who want to return to the faculty very difficult since it requires a vote of approval from the receiving department. Despite this restriction on reassignments, two members of the history faculty have been reassigned to the School of Business by mutual agreement between the union and the administration.

While collective bargaining cannot be given all or even most of the credit for the harmonious relationships which now exist within the college community, it has played an important role in the process. The college has regained the cohesion which characterized it prior to the turbulent years of reorganization. It values this cohesion highly and the behavior of both faculty and administration is evidence of their preference for such an environment.

Faculty Role in Governance

The role of the faculty in governance has increased significantly. Much of this increase can be attributed to the agreement that has delegated faculty evaluation to departmental committees and to college-wide committees composed of elected members of the faculty, significant responsibilities related to sabbaticals, tenure, and promotion. Concomitantly the influence of deans and department chairpersons has declined significantly; for practical purposes, they have lost control of the system of rewards and penalties. While administrators are consulted by the president on promotion decisions, the likelihood that such consultation will result in a reversal of a recommendation by a college-wide committee is remote. Deans do

meet with college-wide committees to review the rankings of faculty members eligible for promotion; and apparently, this informal exchange does influence the college-wide committee.

The Planning Commission through its seven task forces has provided for a thorough examination of the institution. More importantly, the commission has established a legitimate base for the authority necessary to sustain institutional change. In addition, it seems to have been a major instrument through which the institution has improved its self image and its image at the state level. Rural is regarded as a model institution in terms of its planning process, a distinction which has provided the institution with considerable favor in the eyes of those in the state capital where planning has become an important priority. In return for its commitment to planning, Rural has been given substantive recognition, including approval for construction of a new facility and encouragement to submit new programs. In terms of both its program and capital requests, the college community regards planning as the vehicle through which these advantages have been attained.

There are two important elements which help to explain the success of the planning process. First, planning has always been tied closely to the Office of the President. Initially, he chaired the Planning Commission. While the vice president for Academic Affairs now chairs the commission, the executive assistant to the president is closely involved with the planning process. A second element is the crucial involvement of the union through the released time provided to its vice president to serve as planning coordinator. The union, in turn, has delegated to its vice president the responsibility for speaking for the union on planning matters. The extent of cooperation in planning provides further evidence of the lack of adversarial relationships. In addition to the Planning Commission, a major source of faculty involvement in decision-making occurs through union committees. The meet and discuss process, in addition to accomplishing objectives previously mentioned, also serves as a parallel linkage between the union and the administration. While the Planning Commission deals with the future of the institution and needed changes, the meet and discuss sessions concern themselves with day-to-day problems, which must be resolved if the healthy environment necessary to cooperation is to be retained.

Union Role in Governance

In this institution it is very difficult to tell where administration leaves off and the union begins. The president of the union is widely respected and his advice is sought at meetings of the Board of Trustees and the Academic Council. Moreover, his advice is often heeded. The emphasis placed on retention of a collegial approach to governance appears to have affected the union response to collective bargaining. The union has shown far more willingness to resolve problems internally, to discuss situations, and to compromise than has been witnessed elsewhere.

There is an abundant evidence of the union's moderate approach and its concern for the welfare of the institution as well as the welfare of its members. One incident involved a proposal that was considered by the Board for tuition remission for dependents of faculty members. This issue received significant attention from the local press which compared faculty salaries with the salaries of blue collar workers and raised the question of whether this type of fringe benefit should be permitted. By mutual agreement of the union, the administration, and the board, the issue of tuition remission was tabled. In talking with faculty and administration alike, there seemed to be significant concern about the institution and an unwillingness to engage in actions which might reflect adversely on its public image.

It would appear the union has been a stabilizing factor and has helped to restore the cohesion that the institution lost during its period of turbulence. Such actions as inviting the Faculty Senate's Academic Affairs Committee to serve as the Curriculum Committee for the college and its Grievance Committee to serve as the union's grievance committee helped in this regard. A willingness to tolerate a multiplicity of committees, many of them functioning in areas which might be construed as the prerogative of the union is also evidence of an attempt to bring the institution together. The administration and the faculty practice consultation in matters of mutual concern, and the result is a degree of consensus unusual even in the absence of collective bargaining.

Impact on Students

Students appear to have lost influence in governance because of the impact of collective bargaining on the College Senate. While students do have voting membership on the Curriculum Committee of the college, relatively few curriculum changes of any significance have occurred and, apparently, students do not attend Curriculum Committee meetings very frequently. The college has made a concerted effort to involve students in the work of the Planning Commission, but students have shown little interest. Two attempts have been made to live up to the contract agreement calling for student evaluation of faculty as a consideration in personnel decisions. One attempt involved a "homemade" instrument which did not prove to be effective, and another involved an instrument borrowed from another institution, but these attempts have not had a very high priority, although student evaluation does not seem to be feared. This lack of priority could reflect the general effort of administration and faculty alike to stay away from areas of potential conflict.

The institution appears to have been process oriented during its two-and-one-half years under collective bargaining. *How* things are done is of more concern than what was done. Students have been involved in the process where they chose to involve themselves. The low incidence of issues with the potential of polarizing opinion and the concerted effort to reach accommodation has produced a climate where there has been very limited motivation for student involvement in the broader areas of governance.

Students are extremely active in the Community Government Association and do exercise control over the activity fee-making appropriations to athletics as well as to other activities. They exercise the power of the budget and require coaches to "line item" their proposed expenses. Students are also involved on the board which supervises the activities of the Student Union and a student member sits on the Board of Trustees. It is doubtful if any of these developments can be attributed to collective bargaining, however.

There is a Student Grievance Committee which was established as a subcommittee of the College Senate Committee on Student Affairs. Apparently, the committee has made a sincere attempt

to investigate the two grievances that have been brought to its attention and to make recommendations concerning these grievances. However, there is no provision for enforcing the recommendations or carrying them beyond the faculty or administrative person to whom they are addressed. In both of the instances mentioned, the recommendations were ignored.

Impact on Other Staff Members

The nonteaching professionals recently assigned to the bargaining unit by a state-level decision are extremely unhappy because collective bargaining has removed from them the faculty status they previously enjoyed. While the nonteaching professionals have now been integrated into the union, they have lost the right to academic rank and to promotion along the same track as faculty members that many came to Rural expecting. Thus, they feel relatively deprived, particularly since non-unionized administrators at higher levels have been treated much more fairly in comparison with the concessions won by these nonteaching professionals at the bargaining table.

The concern of this group is directed toward the union in part because its leadership signed the agreement, although it is recognized there was little alternative. Across the state this group of 17 represents a very small number and the state administration has taken a strong position that such jobs are not faculty positions and do not deserve faculty rank. The concern of this group, therefore, is probably focused more on the state than upon the local administration.

Impact on the Budgetary Process

The major impact on the budgetary process involves the way in which the agreement has been administered. While the state negotiated an agreement which cost this institution an additional one million dollars, the legislature did not appropriate the additional funds required to pay for the agreement. As a result, the institution has been forced to take funds away from such areas as housekeeping supplies, educational supplies, library materials and supplies, and

travel in order to offset the negotiated increase. This was a particular problem during the 1974-75 year because of the unanticipated increases in the cost of fuel and utilities. The college is also concerned about the level of appropriations recommended in the future and the extent to which these appropriations will meet institutional needs.

This approach to allocation of resources has strengthened the union since salaries and fringe benefits are paid before any other expenses are met. (The union, recognizing the fiscal problem for the institutions, recently--at a statewide meeting of local union presidents--discussed the possibility of channeling merit award funds into areas of acute institutional needs, such as the library. However, they decided not to approve such an action because it would constitute an undesirable precedent and might encourage the state to appropriate less than enough funds to pay mandated salary increases in the future.)

One of the state-mandated directives requires each campus to establish college-wide budget committees with union representation. Rural State has involved four faculty, two students, one member of the nonprofessional staff union, the business manager, three vice presidents, and the planning coordinator on the budgetary committees.

Apparently, this committee plays a significant role in selecting among the possible alternatives for budget cuts. In the budget review process, there is again substantive evidence of union-administrative coordination. The faculty believe that the college has its priorities correct in making cuts.

Background

Rural State College was run for 28 years by a strong president who discouraged faculty and student involvement in governance. Although he was regarded with some fear and resentment for his repressive style, he also affected steady growth and development for the college and maintained relative harmony on the campus. His successor attempted a complete and rapid reorganization of academic and administrative affairs. The rapidity of the new president's changes induced a series of confrontations, which compounded by his personality, soon polarized the campus. A desire for greater involvement in decision making but an opposition to the president's style created a state of tension and conflict eventually leading to his resignation. It was in this volatile climate that the first collective bargaining legislation was passed, a representative chosen, and the first contract negotiated. The marked contrast between the cohesion existing under the former president and the turbulence under the successor had a notable impact on how these procedures were conducted.

The NEA, stressing economic welfare of faculty, won by a narrower margin at Rural than at the systemwide level. The administration, although opposed to collective bargaining, did not campaign actively against it.

Contract Negotiations

Negotiations for both contracts took place in the state capital between state officials and state level union staff officers. An atmosphere of confidentiality allowed for little feedback at the campus level. Two remedies to keep faculty more informed were tried during the second set of negotiations but had rather modest results; only twenty faculty responded to the preliminary suggestion provisions inserted on the first contract, and faculty complained that the phone line provided gave dated information. Campus-based administrators had little influence on the proceedings, their representation being minimal. During the second set of negotiations, a "back-up" policy committee was formed to get suggestions from administrators, but it was generally regarded as window dressing.

Content of Contracts

Rural campus was basically satisfied with the economic provisions of the first contract, which was relatively comprehensive. Faculty gained a favorable salary and fringe settlement, a grievance procedure culminating in binding arbitration, and the right to participate in policy and procedural provisions relating to promotion, tenure, merit, and workload specifications of teaching faculty. The contract contained a management rights clause and established meet and discuss sessions. Management agreed to meet and discuss policy changes which could result in retrenchment with the state level union.

A decision to concentrate on areas of mutual concern to union and management was established prior to the second run of negotiations and resulted in a contract reflecting this climate of compromise. Faculty was less satisfied with the financial gains, but the inclusion of a no-retrenchment clause and a provision linking a reopener on salary discussion to the gains of the union representing non-professional staff were significant additions. The reopener agreement provided for binding arbitration and management agreed to delay retrenchment actions through 1975-76. The contract also established statewide meet and discuss sessions similar to those on the campus level.

Contract Administration

Rural was served by an acting president when the first contract went into effect. He projected a caretaker image, avoiding decisions which might hinder his successor. He emphasized collegiality and stressed the normalcy in filing grievances. The resulting restoration of stability has been continued by the new president, and mutual cooperation has been evident in all areas in administering the contract. The union leadership has been moderate and 85 percent of all faculty are dues-paying members. The Union Grievance Committee exhibits restraint. Of the 15 grievances filed, two went to the state capital, with one denied but frustration vented. Most grievances have been settled at the supervisory level. Meet and discuss sessions reflect healthy and productive exchanges, serve as a safety valve to head off grievances and help to educate faculty and administration

about the contract. The Planning Commission has been a key to accommodation, its dimensions permeating all aspects of governance. It uses planning to promote cohesion and authorize change, and it has a high degree of union involvement not commonly seen. Although there is less formalization and documentation, there are numerous committees whose duties often overlap. Efforts to eliminate the repetition are in progress.

Impacts of Collective Bargaining

An aura of harmony prevails at Rural State College. The Board of Trustees has not been affected by collective bargaining but has been included in the planning process, and this has eased tensions created by the former president. The academic administration is more visible, avoids an adversarial role, works closely with faculty on institutional goals and mutual concerns, and practices effective management. The president consults with NEA and the administration and seeks to resolve problems at the campus level. The contract provisions prohibiting retrenchment and the difficulty of reassignment of faculty and administration have contributed to the high degree of accommodation. However, the desire to maintain stability and avoid the turmoil preceding collective bargaining also largely account for the present climate of cohesion. Faculty has a more active role in governance as a result of the agreement, while the influence of deans and department chairpersons has declined. There is a concern that the increased paperwork may reduce flexibility.

The Planning Commission provided a thorough examination of the institution, but its most important function has been to serve as a legitimate base for instituting and sustaining change. It seems to have been a major instrument in improving the college's self image and its image at the state level. The college has been regarded as a model in terms of its planning process, and its success is due to the functions of the Office of the President and the inclusion of the union in the process. In fact, there are no sharp lines between the union and the administration. The union's approach has been moderate, and it has been a stabilizing factor in the institution. Meet and discuss sessions provide a parallel linkage between union and administration to work out day-to-day problems.

Students lost influence as a result of collective bargaining, and have shown only a sporadic interest in governance. However, avenues are open when they choose to be involved in some areas of decision making. The budget process was affected because the agreement cost an additional one million in funds that were not appropriated. Cutbacks in supplies, rather than salary and fringe benefits, were initiated. A state directive called for each campus to establish budget committees with a union representative to help establish alternative cuts. The budget review at Rural revealed one more example of union-administration coordination.

CHAPTER VII
SCENIC STATE COLLEGE

Introduction to Scenic State College

Scenic State College is in the same multi-campus system as Rural. It is a four-year multipurpose institution that offers the baccalaureate as well as the M.A. and the M.Ed. degrees. The college has approximately tripled in size since 1960 when there were 66 faculty members to its current size of somewhat in excess of 200 faculty members. During that same period, it has been undergoing an evolution from an institution devoted primarily to the preparation of teachers to a more general purpose institution. Currently, that transition involves consideration of two-year associate degree programs as well as bachelor's degree programs in the human service and health service areas. The college experienced much of its growth in physical facilities during the period 1960 thru 1967. In 1968, under a new president, the institution began to grow rapidly in numbers of faculty and students and, for a period of time, seemed headed for university status. Most recently the drive to become a university has been replaced by the attempt to remain viable as a multipurpose college.

Chronology of Events and Issues Leading to Collective Bargaining

It appears that Scenic was much more cautious regarding the explosive growth impulses of the 60s than most other four-year state colleges. Evidently, a part of this caution was due to the influence of a president who had at least 15 years of tenure when he retired in 1967. Under President K, the institution was organized around departments led by department heads, selected by and directly responsible to the president. The department heads were extremely powerful and capable of exercising dictatorial authority if they so chose, and it seems a number of them did. Faculty members had little influence in the affairs of the institution, nor did they participate in the selection of their colleagues or other administrators. Toward the end of the K presidency, a single dean served as an intermediary between the president and the department heads. There seems to have been little question that the rigid chain of command went from the president to the dean and then to department heads.

In 1968, a new president was appointed. He apparently had a vision of the college as a university and tried to reorganize the college along university lines. He divided the college into faculties, appointed additional deans, and established a Faculty Senate to replace the former loosely organized Faculty Association. His efforts reportedly met with great resistance.

He attempted to appoint younger faculty from the liberal arts. It was also during his tenure that search and screening committees were used for the first time, and faculty became involved in the selection of deans. Ultimately, this infusion of new people with different ideas about the appropriate level of faculty involvement in institutional governance was to constitute one impetus toward support for collective bargaining on the campus.

The new president was less successful in the development of the Faculty Senate. While administrators were generally supportive of the attempt to organize a senate, faculty were skeptical about the extent to which it was likely to provide them with credible influence in decision making. Ultimately, a senate was established. In the process, the faculty wrote into its constitution a Controversial Rights and Welfare Clause which, for the first time, asserted a faculty right to be involved in decisions involving tenure and promotion. According to a member of the current Faculty Union, once the rights and welfare clause was included in the constitution, the administration lost all interest in the Faculty Senate. Nevertheless, it seems that the level of awareness for many faculty members was raised as a consequence of the controversy involving the establishment of the senate. One union leader felt that the furor over the Faculty Senate was more of a forerunner to the subsequent union organization than the loose Faculty Association which it replaced.

A second issue which emerged as important in the decision to organize was the perception that state government had not dealt fairly with the public colleges in this system. A number of faculty members expressed keen resentment about the extent to which the state favored private institutions and the prestigious universities in the allocation of resources. Tied closely to the general issue of resource allocation was the issue of fair economic treatment for faculty. Again, faculty correctly perceived that their salaries and fringe benefits lagged behind those in other institutions across the state. Less well-defined, but apparently still important, was the general

lack of faculty influence in decision making concerning the educational program, the selection of new facutly, and the selection of department heads.

During the two to three year period immediately preceding the passage of the public employee bargaining legislation, the Faculty Association, a loosely organized body of the faculties of the state college, was approached by the National Education Association. Out of the discussions which followed came a commitment from NEA to provide campaign organizers, support staff services, and campaign money. The price of this assistance was an agreement to affiliate with the NEA. Thus, by the time collective bargaining was authorized, the NEA was well organized, had outside support and financial assistance, and was in a good position to press for recognition as the bargaining unit for the state colleges.

Contract Negotiations

Since the negotiations were conducted between agents of state government and the systemwide faculty union, and since Scenic is part of the same system as Rural, the details of negotiation and contract content need not be repeated here.

The Scenic administration, like that at Rural, complained that it had little or no input into the decision-making process. From the management perspective, the contract was negotiated almost exclusively on decisions reached at the state level without input from the campuses. According to one campus administrator: "They only ask us for our opinions when they are interested in selling us something."

Content of Contracts

The faculty at Scenic were pleased with the economic gains negotiated in the contract. The contract also established procedures for faculty involvement in decision making in a number of key areas. Committees elected by the union were specified to make recommendations to the president regarding promotions and sabbatical leaves. Administrators could not sit on these committees. Evaluation became the responsibility of departmental evaluation committees, again without administrative membership. Provision was made for a curriculum committee to be selected by the union with provision for one

administrator designated by the president. The position of department head was eliminated and replaced by that of department chairperson to be elected from the department with the concurrence of the president.

The contract contained provisions which fixed faculty workload, required faculty approval on the employment of new faculty members and established a grievance procedure. Of particular importance was the establishment of a so called Article Nine Committee which required the president or his designee to meet at least monthly with representatives from the union to discuss matters relating to educational policy development and the implementation of the agreement.

The most casual review of the contract documents the significant advances made by the faculty through this agreement. Both administration and faculty seem to believe the contract is sound and a good basis for operating an educational program. Most of the concerns covered in the next section of this report concentrate on these areas: state intervention in what campus officials often consider campus autonomy; the inexperience of administrators in operating under a collective bargaining agreement; the personalities of faculty members chosen for union leadership positions; the credibility and accuracy of information used in decision making; and the credibility of participants.

Contract Administration

One of the first issues arising out of the contract involved the role of meet and discuss (Article Nine Committee) sessions. The faculty wished to have these sessions serve as a campus *decision-making* group. The presidents were advised by state-level management to take the position that nothing could be *decided* in such meetings that would in any way bind administration at the state level. There were also questions regarding who should call meetings, faculty or administration, where these meetings should be held, and what kinds of issues were appropriate for discussion. Initially, the president delegated the responsibility for attending the meet and discuss sessions to the Vice President for Academic Affairs. This arrangement was maintained, despite union dissatisfaction, until April of 1974, for reasons to be explained later. Union dissatisfaction with

the absence of the president centered around the number of reversals that seemed to occur after an issue had been resolved at the meet and discuss sessions.

It seems clear at the present time that despite misgivings by top administration, who feel, "open to manipulation and surprises," that the meet and discuss sessions are where things happen: these meetings have become the central decision-making forum for the campus. It also seems clear that very few items are formally decided until they are considered in meet and discuss sessions and that body has put the stamp of approval on the process.

It is apparent from the interviews that decision making at the college is very strongly centralized in the Office of the President. He seems to be present wherever decisions occur or information is disseminated. Strong administrative centralization is matched by strong union centralization. There seems rather more resentment to the strongly centralized decision-making procedures of the union than of the president. The necessity for all decisions to work their tortuous way up both administrative and faculty channels culminating in the meet and discuss sessions has produced a lengthy and time-consuming process with a number of side effects. Most individuals interviewed agree that the amount of time involved in committee meetings in order to get a decision is excessive. There is a feeling among some administrators that the number who share in the "real" decision making is small and the amount of information circulated concerning what goes on at the meet and discuss sessions is not very complete. As a result, administrators below the vice presidential level report they feel cut off both from communication and decision making. A number of faculty members are similarly cut off from the faculty decision-making process, but with the exception of a union member who referred to faculty members of the meet and discuss group as the "untouchables," there seems to be little resentment. It seems likely that long experience with limited involvement has made faculty members relatively unconcerned about who makes what decisions as long as their interests appear adequately represented.

In addition to meet and discuss sessions, the Faculty Curriculum Committee has become a key repository of faculty control over educational programs. The contract specifies that there shall be a curriculum committee and that one administrator *may* be appointed to it if the president so desires. Faculty involvement in and control

over the curriculum came to a "head" when the administration began to create institutes to offer new courses and programs. The resolution of this conflict is illustrative of the faculty-administrative relations at the college and deserves some elaboration.

When the faculty unionized, the president of the college consulted an attorney about the scope of issues which were mandatory subjects of bargaining. The attorney advised the president that certain matters were not mandatory subjects of bargaining under the state statute. The president then took the position, apparently without consulting too broadly with state-level officials, that nonmandatory subjects should not be included in meet and discuss sessions or otherwise discussed with the union since they were management rights. The union was continually challenging this position and there was a good deal of conflict in meet and discuss sessions because of it. The issue came to a focus in the 1973-74 academic year.

The college had begun to experience some enrollment pressures and was looking for ways to offer new programs to meet the needs of different students and to keep the college competitive. The administration, with the president apparently taking the leadership, decided to create a number of interdisciplinary institutes to be administered by a director who was to be selected by the president. Institutes were to operate outside of normal departmental jurisdictions in such areas as environmental studies, marine science, and communications. Institutes were empowered to offer courses and select faculty to teach them either from inside or outside of Scenic State College.

The union saw the creation of an institute structure as a deliberate attempt to circumvent departments and departmental control over faculty status, faculty involvement in the selection of administrators, and curriculum issues. A grievance was filed that specified these allegations.

Eventually the grievance was resolved in favor of the union but only after a meeting on the Scenic campus between officials from the systemwide office, campus administrators, state-level union staff and representatives of the Scenic Faculty Union. Much to the delight of the union leaders, state-level administrators expressed open surprise that the president had refused to discuss this issue in meet and discuss sessions. Without support from these officials, the campus administration's position became untenable. An agreement was

reached and signed in April 1974 specifying which programs would be recommended at the college for the *next two academic years* (1974-75 and 1975-76). The agreement specified that "new programs will be generally undertaken by existing faculty members and that positions for new faculty will mainly come from attrition." The agreement also specified mechanisms through which these courses and/or programs would be offered.

The resolution of this grievance consolidated faculty control over programs. The Curriculum Committee now sends its report to the meet and discuss group for approval.

As a by-product of the resolution of this grievance, the president began to attend the meet and discuss sessions. This particular issue had ramifications for the state system because the agreement that led to its resolution has been incorporated into the second contract. The power that this decision has given to the faculty is best illustrated by a story told by a faculty member. When the director of the summer school wanted to know what courses were to be offered in summer school, he was told to check with the chairperson of the Curriculum Committee, a committee appointed by the union's executive committee.

There was some difference of opinion among those interviewed concerning whether or not the Curriculum Committee and the Promotion and Tenure Committees had to be composed of dues-paying members of the union. It seems clear from practice that union members are usually chosen to sit on these committees. (The question now seems academic because more than 90 percent of the total faculty have chosen to join the union and pay their dues.) It would appear that less than a third of those who have joined are actually involved in contract administration, however. In fact, due to the centralization of union decision making, a very heavy burden is being carried by a limited number of faculty members. Since we talked primarily with faculty members who had been active in the bargaining unit, there were expressions of resentment against those faculty members who shared the benefits of the contract but who did not want to be bothered with any of the processes of its administration.

Governing Boards

It does not appear that the local governing board has been significantly affected by the advent of collective bargaining. The local boards of these colleges have never exercised significant power; they serve primarily as an advisory group for the president. In this regard their role seems unchanged.

Academic Administration

There have been significant changes in academic administration at the level of dean and above. The collective bargaining agreement, by eliminating the appointive department heads, destroyed the power base upon which previous Scenic presidents relied. The elected departmental chairpersons are much more responsive to their faculty constituencies than they are to administrative directives. As a result, it is no longer possible for administrators to get things done through department chairpersons nor do they have an alternative data base for challenging the decisions of the faculty union. The response to this has been to place greater emphasis on the role of the deans. Deans are defined as management personnel, and, while they are appointed after search and screen procedures, their appointments are without tenure. Furthermore, the dean has now become the chief budget officer for the academic unit, a function which formerly resided in the department head.

A second administrative response to bargaining at Scenic has been the initiation of a management development program. This program is viewed with suspicion by some faculty members, one of whom characterized them as "harassment seminars" on ways to aggravate the faculty. It seems clear, though, that the attempt to provide management training to administrators, combined with a shifting of budgetary and supervisory responsibilities from the department to the dean level, represents an administrative response aimed at balancing faculty influence through the development of a trained management group capable of using the collective bargaining agreement as effectively as faculty leaders.

There have been other effects on academic administration. The emergence of the meet and discuss committee as the major decision-making body on the campus has created a need to communicate more fully with lower level administrators and other campus constituencies. Several arrangements exist to accomplish this. First, a Council of Academic Deans has been established in which the vice president for academic affairs meets with the academic deans. This seems to be viewed primarily as a one-way communication where the vice president makes a conscientious effort to keep the deans informed about what is going on; but there is little upward communication, and the members of the council do not view themselves as a significant influence in a centralized decision-making process.

A President's Cabinet has also been established which includes, in addition to vice presidents, the president of the faculty union, the president of blue-collar union, and the president of the student body. This group seems to serve primarily as a sounding board for the president. While individuals are free to express their opinions and do, the major impact, insofar as decision making is concerned, seems to be the opportunity to influence the president. The cabinet is careful not to become involved in decision making which could be interpreted as undercutting the meet and discuss sessions.

Finally, the president holds meetings of the general faculty once a month. Both the faculty and blue-collar unions have representatives there who are invited to comment. The meetings are well-attended, drawing perhaps as many as 150 individuals. By contrast, the unions, each having close to 200 members, consider themselves extremely fortunate if they can turn out 35 to 40 people for one of their monthly meetings. The largest number ever attending a faculty union meeting was 54 and that was when a concerted effort had been made to turn out the membership because of a visit by the state executive secretary.

The move to collective bargaining at Scenic appears to have compartmentalized the college and alienated many middle-level managers. The administration at Scenic is classified into four separate categories. Top management consists of 16 individuals including the president, the vice presidents, the academic deans, and a few "assistants to." These people have no union. Some administrators have been included in the bargaining unit, which has 207 faculty and quasi-administrators such as department chairpeople and the director

of athletics. Twenty nonteaching professional staff members are in their own separate bargaining unit. Finally, three middle-level administrators are in a newly created, civil service type classification which has no union as yet. Eventually the system-level administration hopes to include all nonteaching professional positions, such as directors of placement, admissions, etc., into this civil-service type category.

The twenty nonteaching professional (NTP) staff bargaining unit consists largely of student personnel and residence hall staff. Most of them were brought to the college before unionization arrived and were promised and granted faculty rank. They expected to continue to be paid on the same salary scales and be promoted at the same rate as regular faculty. The failure to include these employees in the *faculty* bargaining unit changed that. The terms of the contract for NTPs were much less favorable than those for the faculty and essentially froze each person at his/her current academic rank. The result has been a high sense of alienation and an almost universal "we have been had" feeling on the part of NTPs similar to feeling at Rural State reported in the previous chapter. The college administration is almost powerless to combat this, since it is a state-level policy negotiated between agents of state government and the union.

Faculty-Administration Relationships

Administrators who had effective relationships with faculty members prior to the advent of collective bargaining claim that these relationships have not been affected by the existence of the union. Several administrators indicated that they always believed the most effective way of getting faculty members to do things was through informal persuasion and that this method seemed to work as well under the agreement as it always had.

Faculty members took a different view of the situation. Many reported that they were much more suspicious of administrators than they had been prior to the advent of collective bargaining and that their relationships with administrators were much more adversarial than had been the case prior to the agreement. Several questioned whether this *had* to be the case but most viewed the situation as arising from the inevitable adversary posture inherent in collective

bargaining and part of the price that had to be paid for the advantages that have been gained. (We want to note however, that we talked only with faculty members who were active in the union. Since this represents less than a third of the total faculty, the faculty emphasis on adversarial relationships is probably excessive. It is very likely that interviews with the two-thirds of the faculty who neither attend union meetings nor serve on union committees might produce quite a different result.)

Faculty Role in Governance

There is little question but that the role of faculty in governance has changed significantly. Faculty committees prior to collective bargaining were described by several faculty members as powerless and ineffective. It is clear now that through the Curriculum Committee and the meet and discuss committees that the faculty exercises the right of veto over the area of educational programs. Further, the use of the grievance procedure would seem to indicate that for practical purposes they are virtually in control of the process of selecting new faculty members. Department chairpersons are selected by faculty and are responsible to them. Personnel decisions involving retention, promotion, tenure and sabbatical leaves also seem to be under faculty control, with no effective administrative alternative to the acceptance of the recommendations from faculty committees. It may be that the Council of Academic Deans will emerge as an effective alternative over time, but it is doubtful that it will ever exercise the degree of influence in personnel decisions that is exercised by the faculty committees.

In addition, the Faculty Union, through the meet and discuss committee, has achieved significant influence in all decision-making areas affecting faculty where the individual college is free from constraints of the State Department of Education. One administrator suggested that it would create complete havoc if the meet and discuss committee should ever decide to slow down the decision-making process. A faculty member suggested that unless the committee was willing to compromise, no change was likely to occur and the committee would never move an inch on matters related to departmental autonomy or faculty retrenchment. Another administrator put it differently, "Change can take place if there is faculty agreement and

change which does not arouse resistance is implemented more effectively because faculty involvement leads to internalization of the change. However, the range within which change may occur has been severely restricted." Despite these comments, it would appear that the president has, through the power of personal persuasion, been effective in introducing a variety of curricular changes simply by encouraging consideration of these changes through such forums as the President's Cabinet, the general faculty meeting, and through his informal meetings with faculty members.

Union Role in Governance

The role of the union at this institution appears to be one of parity with that of administration. In point of fact, it would seem that the union leadership is more influential in the decision-making process than any other single individual with the exception of the president. Again, the fact that we spoke only to those active in the union could have provided a distorted picture; but the faculty members we interviewed had little doubt about the centrality of the union to the decision-making process. There was equally little question about the importance of the union in relationships with the state-level administration.

It would appear also that even among those active in union affairs, a certain amount of criticism is emerging. The leadership selected to deal with management during administration of the first contract was composed of faculty members regarded by many as extremists or union radicals. These individuals considered it important to "flex their muscles," thus contributing to the adversarial tone of faculty-administration relations in the early days of the contract. The processing of grievances, however, and the innumerable committee meetings required to make decisions at Scenic are time consuming and frustrating. Up to this point there has been continuity in union leadership for the most part. The contract has not been in effect long enough to make it clear if new kinds of leaders will be selected when the original group have exhausted either their energy or their credibility with their constituents. One or two faculty members did suggest that the more extreme individuals "may be sold down the river" once their apparent usefulness is at an end and that they will be replaced by more moderate leaders who will be far readier to reach accommodation with the administration.

Impact on Students

There seemed to be a general consensus that students are more involved in governance than when the first contract was negotiated. The presence of a student on the President's Cabinet and the presence of students on a number of college committees were cited as examples of increased student involvement in governance. The second consensus, however, was that increased student involvement in governance was in no way related to the advent of collective bargaining. There was general agreement that students would have achieved their current level of involvement with or without collective bargaining and that the contract had not affected such involvment significantly one way or the other. Several of those interviewed suggested that there was little room for consideration of student needs when the attention of both the union and the administration was focused upon achieving their particular goals in an adversary relationship.

Impact on Other Staff Members

The organization of the faculty has provided a structure through which blue-collar and nonfaculty professionals may represent the interests of its members in controversies involving faculty members. There were instances in which faculty members treated civil service employees as if they were their personal servants and in one instance even cursed a civil service employee in front of other people. In at least two instances, the president of the nonfaculty union indicated that a member of his union had a legitimate grievance against a member of the Faculty Union. In both instances, these matters had been referred to the Ethics Committee of the faculty union. Apparently the process of getting consideration of a violation of ethics where the charge is made by a civil service employee against a faculty member is extremely slow and none of these issues have yet been heard.

In general, the nonfaculty union feels that the status of their members has been significantly improved by the advent of faculty collective bargaining. The president of the union now sits on the President's Cabinet. When the nonfaculty union planned to go out on strike in 1972, they discovered from conversations with the faculty that faculty members planned to cross their picket lines. While

this strike never materialized, a year later when faculty members approached the nonfaculty union about possibility of strike action by faculty, the nonfaculty union took the same posture towards the faculty. The result of this exchange and of many others has made faculty members more aware of the need for recognizing the dignity and worth of the civil service employees of the college. In fact, it would seem that the contract has benefited civil service employees, faculty, and the upper levels of academic administration significantly. The only group that has really lost and which is described as demoralized are those in the non-teaching professional bargaining unit.

Impact on the Budgetary Process

According to the administration, the impact on the budgetary process has been extremely positive. The president no longer feels that he must go to the state capital alone to fight for the increases necessary to maintain the institution. The state-level faculty union has been very effective in providing support and in increasing the flow of resources to the state colleges.

A budget committee has been established at the college involving the college community in budget matters on a broad basis. The institution has also adopted the policy of translating appropriations into specific budgets. As a result, faculty members feel better informed about the financial status of the institution than they ever have previously. Improved budgeting procedures and fiscal accountability, combined with more accurate data collection, have been a part of the administrative response to the need to interact effectively with their campus unions, although there was little evidence that faculty were willing to get involved in budgetary detail.

It would appear that administration and the union have made many of the initial accommodations necessary to effective contract administration. While the roles of faculty and administration have been more clearly differentiated and placed in an adversarial posture, this has not prevented a substantial degree of cooperation. At one point in the interview the president suggested that the union has reached the point where it sees two primary goals: first, to look after the welfare of its members and, second, to support the growth and objectives of the college. He sees the current state as a most satisfactory arrangement.

Chapter Summary

Background

Scenic State College experienced considerable growth during the 1960s and for a time seemed headed for university status, although currently, energies are devoted to remaining viable as a multipurpose college. Before the term of a new president in 1968, the college was organized by powerful department heads directly responsible to the president, with one dean as intermediary near the end of the presidency. The new president tried to organize the college along university lines and created several new positions; but he encountered some resistance.

The advent of collective bargaining seems to have been the result of several factors: the influx of new and younger faculty offering different ideas; the faculty's impression that their role in decision making was insufficient; and a perception among faculty that the state had not dealt fairly with colleges in the system, particularly in allocation of funds and a subsequent lag in salary and fringe benefits. Scenic is one campus of a multi-campus system and it is possible that events external to the campus were more important to the decision to unionize than any internal events.

Contract Negotiations

Scenic is part of the same multi-campus system as Rural and, therefore, had similar negotiating experiences.

Content of Contracts

Faculty were pleased with their economic gains of the contract and their increased involvement in decision making. An "Article Nine" or meet and discuss committee was established requiring the president or his representative to meet with union representatives monthly to discuss educational policy and development. Union-elected committees were to make recommendations to the president regarding sabbaticals and promotions, and evaluation of faculty was to be the responsibility of departmental evaluation committees. The contract also fixed faculty workload, allowed for faculty approval of

appointments and established a grievance procedure. The contract reflects major advances for faculty.

Contract Administration

Meet and discuss sessions emerged as the central decision-making forum on the campus. Initially, however, state level management directives, which restricted the kinds of decisions made, and the absence of the president from the meetings caused union dissatisfaction. A controversy arose when the administration and president decided to create institutes whose operation might not include regular faculty. Faculty filed a grievance which was resolved in their favor and, consequently, increased their power. The Faculty Curriculum Committee became involved in determination of educational programs, and the president began attending meet and discuss sessions.

Decision making is strongly centralized in the Office of the President. Both administration and faculty are also strongly centralized, creating lengthy procedures before a proposal reaches meet and discuss sessions. The centralization permits relatively small numbers to be involved in the process, and as a result, some administrators and faculty feel left out. However, 90 percent of faculty are dues-paying union members, and most seem unconcerned as long as their interests are adequately represented.

Impacts of Collective Bargaining

Collective bargaining does not seem to have affected the local governing board, but there have been significant changes in most other areas. The agreement removed department heads and gave power to department chairpersons who are more responsive to faculty than to the administration. Management's response has been to create a management development program and to attempt emphasizing the deans' roles, giving them budgetary and supervisory responsibilities. Meet and discuss sessions have necessitated fuller communication with lower-level administrators. A President's Cabinet has been established as a sounding board for the president but avoids undercutting meet and discuss sessions, and the president holds general faculty meetings once a month. However, collective bargaining has compartmentalized the college and has alienated many

middle-level managers. Nonteaching professionals did not fair well under collective bargaining at Scenic.

Collective bargaining has significantly affected faculty. Prior to the collective bargaining agreement, faculty considered themselves powerless. Now through meet and discuss sessions, the Faculty Curriculum Committee and the union, the faculty have influence in a wide range of governance matters with few effective administrative alternatives as yet. Although according to some, the faculty's control seems restrictive, the president's approach has been effective in instituting change. To those interviewed, the union's role seems to be one of parity with the administration

Although students are more involved in governance since the contract was negotiated, this is not attributed to collective bargaining. The conditions of non-faculty and blue collar workers have improved under the contract. Collective bargaining has had a positive impact on the budgetary process. There has been a substantial increase in faculty salaries. In fact, initial accommodations for effective contract administration appear to have been made.

CHAPTER VIII
THE PROCESS OF ACCOMMODATION

Since each of the cases presented in this monograph has its own summary, it is not our intent to repeat them here. This summary will concentrate on comparing the experiences of the six institutions and discussing the implication of these experiences for administrative practices. We are particularly concerned with the process of faculty-administrative accommodation which we have observed. Except where specifically noted, our comments and generalizations are limited to these six cases and generalization to other situations must be made with care.

A Continuum of Accommodation

The six institutions studied can be arranged along a continuum in terms of the degree of accommodation they have achieved under collective bargaining. The institutions ranged from Regional Community College, which at the time of our visit, was an armed camp with an extremely high degree of tension and hostility, to Rural State College where the process of accommodation seemed complete. Time, of course, is important as a prerequisite of accommodation, but the correlation is by no means perfect. Given sufficient time and, in some instances, a change in administrative and faculty leadership, it seems safe to predict that most institutions will adjust effectively to the changed circumstances attributable in part to a collective bargaining contract. While these cases do not produce a large number of "safe" generalizations, it is clear that trustees, administrators, and faculty can accelerate or retard the process of accommodation. One of the major purposes of this concluding chapter is to identify behavior in the six institutions that seemed to make a difference in the quality of the institutions adjustment to the constraints of collective bargaining.

The following table summarizes *the characteristics of* the case study institutions in terms of *a number of* organizational characteristics. Progress along the continuum of accommodation does not correlate perfectly with characteristics in other dimensions. It has often been noted that diversity is a characteristic of governance in American institutions of higher education and this seems as true after collective bargaining as before.

ORGANIZATIONAL CHARACTERISTICS	REGIONAL COMMUNITY COLLEGE	URBAN STATE	LOCAL COMMUNITY COLLEGE	SCENIC STATE COLLEGE	REGIONAL UNIVERSITY	RURAL COLLEGE
Level of Management. Union Accommodation	Minimal	Very limited, Waiting new leadership.	Limited, Emphasis on Preserving status quo.	Positive, some hostility.	Positive, decision making decentralized. Emphasis on personnel issues.	Extensive evidence of position collaboration on programs and issues.
Characteristics of Communication.	Limited to directives and grievances.	Limited to Maintenance Requirements.	Open with Few Restrictions.	Limited by Union and Management. Channeled through Meet and Discuss.	Extensive and Unrestricted.	Extensive and Unrestricted.
Decision Making Process	Guarded by Administration Contested When Possible by Faculty.	Decisions limited because of pending Change in Leadership.	Few Decisions Beyond Those Required are Made Cooperation occurs as required.	Most decisions made after review involving both union leadership and management.	System seems designed to avoid decisions except in personnel areas. Extensive consultation.	Extensive involvement and cooperation through both contract & extra contract structures.
Level of Confidence and Trust	Hostile relations.	Low, both sides on guard.	Sufficient to enable effective contract administration.	Moderate, but limited by restrictions on communication by union to management.	Good, based on effort of both sides to avoid conflict.	Excellent—Accommodation has produced high levels of cohesion.
Existence of Change Process Other Than Through Negotiation.	No	No	No	In limited areas.	Limited to personnel issues.	Yes—through Planing Process.
Period Since Negotiation of First Contract.	Approximately 18 months.	Approximately 30 months.	Approximately 30 months.	Approximately 30 months.	Approximately 72 months.	Approximately 30 months.

A Comparison of the Case Study Institutions

It would appear that institutions willing to focus on the decision-making *process* as well as its outcomes and demonstrate sensitivity in the management of personnel issues are likely to show the greatest amount of progress toward accommodation. Such institutions also seem to avoid the more intense adversarial relationships that may develop under collective bargaining. Institutions which wish to develop the capability of dealing effectively with change related to the educational program seem to require an accepted and credible structure for involving both faculty and administrative leadership in the planning stages for such change. They need also to possess an environment free from excessive concern over faculty status issues.

Thus, the profile of slow adjusting, conflict prone institutions can be drawn on several dimensions. Such an institution limits communication to formal documents and uses communication as a device for control. Administrators behave in authoritarian patterns and seek to maintain control of the system of rewards and penalities as the major device for directing faculty behavior. The union is likely to be governed by faculty whom their colleagues regard as radical. The interaction between administrative and union leadership is the minimum prescribed in the contract and the interaction process may be consciously subverted by both parties. Decisions are made unilaterally by both groups with the consequence that the institution loses its capacity for dealing with all but the most routine issues without significant conflict. Both the administration and the union are likely to be divided internally as well as alienated from each other.

In contrast, the institution progressing effectively toward accommodation presents a markedly different profile. Such an institution gives evidence of the free exchange of information necessary to informed decision making in those areas where cooperation has developed. In general, there is sufficient open communication to ensure an accurate exchange of priorities and concerns. Administration of the system of rewards involves substantial faculty leadership, and recommendations provided by the appropriate committees are challenged rarely, if at all. Faculty cooperation is achieved through appeals to enlightened self-interest. Penalities are used rarely and then only in strict accordance with contract provisions. Union leadership is moderate, often in response to consultative patterns of administrative leadership. A substantial degree of constructive interaction occurs between administrative and union leadership through

formal and prescribed procedures as well as through informal and *ad hoc* activities. Both sides seek to use the interaction-influence process for mutual education, for heading off potential grievances and for developing consensus to support the achievement of future priorities. Decisions are made only after significant consultation and reflect compromises designed to avoid conflict upon implementation. Both the administration and the union give evidence of a significant level of internal cohesion. The ability of cohesive groups to work effectively with each other reduces the number of appeals to external agencies to a minimum number of issues which could not be resolved internally without posing a threat to the continuation of accommodation.

In the pages that follow, we have compared in greater detail the experiences of the six institutions with respect to their responses to collective bargaining in a number of key areas. Considered are the historical context, the issues which lead to a decision to organize, the impact of the organizational campaign, the progress of negotiations, contract provisions, and experience in living under the contract terms. In a concluding section, we have attempted to identify the outcomes of collective bargaining as these seemed to have an impact upon institutional constituencies and their interaction through the governance process.

Comparison of Institutions

All of the institutions experienced strong and authoritarian leadership in the period preceding collective bargaining. There was considerable reliance upon oral communication and an absence of written policies and procedures. Three of the four comprehensive colleges had recently completed a lengthy tenure under a strong president. The fourth was administered by a strong president selected without faculty involvement at the time the institution was formed as a result of the merger of two pre-existing institutions. Each of the community colleges, both of which were founded during the sixties, continued to operate under the leadership of its founding president, who in both instances was perceived by faculty as being authoritarian and paternalistic.

All six of the institutions had experienced explosive growth during the past decade. In every instance, growth was a response to external pressures and not a consequence of any internal planning.

In each instance, institutional growth, both with respect to numbers and complexity, outstripped the development of administrative structure and sophistication. As a consequence, there were inadequate procedures for the involvement of faculty in decision making and inadequate means of communicating decisions as these were made by the president. There was also a uniform absence of formal procedures for redressing grievances along with many perceived inconsistencies in personnel practices. (Such observations may have been true of most institutions in the late 60s and early 70s.)

In three comprehensive institutions where there had been a history of lengthy tenure by a strong president, the successors enjoyed an extremely short tenure, although in one case this was directly related to a health problem. While only in the case of Urban State College was the departure of the president attributed directly to union activity, at both Scenic and Rural, the departure of the successor president occurred in the midst of collective bargaining activity. In the case of Regional University, the departure of the first president of the merged institutions was linked to his inability to adjust his behavior to the requirements of the initial contracts.

All of the six institutions had made some effort to establish a vehicle for the involvement of faculty in decision making. All of these efforts were of relatively recent origin with none extending backward in time for more than three years. None of the arrangements had proven very satisfactory to the faculty, although the one at Rural seemed to enjoy the greatest amount of credibility. The arrangements in the other five institutions were viewed as ineffectual by the faculty.

Issues Leading to Collective Bargaining

There are several factors which emerge as contributing factors to the faculty's decision to organize. In all six of the institutions, faculty were dissatisfied with their role in making personnel decisions. While the four comprehensive institutions had all made some effort to involve faculty in making decisions with respect to the educational program, such decisions were not the primary focus of faculty concern. In all six institutions, presidents tended to regard personnel decisions as their responsibility and guarded the right to make such decisions with substantial vigor.

At Regional Community College, faculty concerns focused

on the right to affiliate with external agencies, the opportunity to dissent, and the possible adverse results of either involvement on personnel decisions, including dismissal. At Urban State College, state mandated arrangements for faculty involvement in governance proved ineffectual and frustrating. The faculty at Local Community College were concerned about the absence of consistency or fair standards in the employment and initial placement on the salary scale for new faculty members. Procedures that were established for informal consultation on salary and fringe benefits proved ineffective. At Scenic State College, a faculty attempt to deal with personnel issues through a college senate caused the administration to lose interest in the development of greater faculty involvement. The personnel decisions of the president at Regional University were perceived as arbitrary and unilateral as well as discriminatory against faculty members employed at the two institutions which predated the merger. At Rural, a new president raised faculty expectations concerning their level of involvement in decision making after many years of domination by a strong president. The expectations were not to be satisfied, however. The institution became engulfed in conflict due, in part, to the controversial actions of the president, and these actions polarized the college community.

An additional issue relates to the three comprehensive institutions that were part of state systems. In each instance, there was a perceived inequity of treatment by the state with respect to financing public postsecondary education. The inequities extended to faculty salaries and fringe benefits. It seems quite likely that even in the absence of some of the problems with respect to personnel practices and governance issues noted, these three institutions might have organized simply to increase faculty influence at the system level. At the same time, it seems important to note that those institutions which made the fastest progress toward accommodation after they were organized were also the institutions which had the most positive experience with faculty involvement in governance prior to organization.

The Process of Organization and Unit Determination

Several observations seem pertinent to the process of organization and unit determination. First, those faculty who provided the

leadership for organization cannot be categorized consistently as either the old guard or the young Turks. In the case of Urban State and Regional and Local Community Colleges, leadership for organization came from the younger and more radical faculty whose primary interests seemed to be the reduction of administrative dominance in the decision-making process. At Scenic and Rural State Colleges, the leadership came from among recognized and more senior members of the faculty. At Regional University, there developed a coalition of older faculty concerned about inequitable personnel decisions combined with younger faculty concerned about the absence of procedures for their involvement in decision-making processes.

In each instance, initial leadership was confined to a relatively small group of activists who took the initiative to contact the external union. We found no evidence of any instance in which representatives of an external union appeared on campus in an attempt to organize the faculty without specific invitation from an organized coalition of faculty members from the institution effected. In each instance, the campaign to compel an election was planned jointly by external representatives and interested faculty.

Administrative reaction to the possibility of organization was quite varied. At Regional Community College, the initial reaction was surprise and shock followed by a determined effort to encourage faculty to reject unionization. The initial reaction of administrators to the possibility of collective bargaining at Local Community College may well have been a factor in the subsequent decision of the faculty to unionize. While administrative attitudes toward unionization varied among the four comprehensive institutions, none undertook an active campaign to dissuade faculty from voting for a union. The closeness of the results in the two community colleges elections suggests that an anti-union campaign organized by administrators can be effective in persuading faculty not to vote for unionization. However, the fact that both of these institutions fall in the lower half with respect to their subsequent accommodation to collective bargaining may well be a consequence of the polarization that results when union organizers and administrators contest the process of unionization. Before deciding to conduct an anti-union campaign, administrators may want to consider the risks of conducting and losing such a campaign as opposed to any advantages that may accrue

to the postponement of unionization. However, apparently even under the least favorable circumstances, administrators have some chance of persuading faculty to vote against unionization. (See Mortimer, Johnson and Weiss, 1975). The conduct of a successful campaign may require subsequent concessions that would exceed those which could be gained through the bargaining process. A failure to make concessions may provide union organizers with the ammunition they need to compel subsequent elections and ultimately to win endorsement.

In none of the institutions studied was the composition of the bargaining unit a major issue. Nevertheless, several observations emerged. First, there appears to be a substantial number of staff designated as administrators, whose interests lie more closely with the faculty than with the senior administrators. It seems evident that the position of middle management is likely to deteriorate following the decision of the faculty to organize. Such deterioration may result in the formation of a separate union or an attempt to affiliate with the faculty union.

The issue of department and division chairpersons is also an interesting one. If such administrators are included within the bargaining unit, they lose their credibility with senior administrators and their authority is transferred gradually to a new level of administration superimposed on them. If department and division level administrators are defined as administration, they can become the source of much difficulty during the contract administration phase as is evident from the experience of Regional Community College. The local Community College's response of defining such individuals as administrators while providing for faculty involvement in their selection and evaluation seems to offer one way out of this dilemma. A problem is created, however, when first level supervisors are subject to recall by members of the bargaining unit. If division and departmental administrators are to retain their credibility with both groups, the focus probably needs to be on some sort of selection process that will produce individuals acceptable both to administration and to the bargaining unit. While provisions must exist for evaluation, the concept of a regular rotation period controlled by members of the bargaining unit seems to present substantial difficulties.

Conduct of Negotiations

No easy answer emerges about whether negotiations should be conducted by an external negotiator or by members of the college staff. There were satisfactory and unsatisfactory experiences with both approaches. It does seem apparent, however, that when a state level office seeks to impose system priorities and procedures without regard to the concerns of the local institution, the results are likely to be less than satisfactory. None of the institutions can be cited as a model of how negotiations ought to be conducted. For the three comprehensive institutions that were part of state systems, there seemed to be little opportunity for campus administrators to provide input to the bargaining process. Those institutions operating with their own boards uniformly consulted with their administrative staff and included representatives of these staffs on the negotiating team.

Communications between bargaining teams and their constituencies were not particularly effective at either the administrative or the union levels. The extent to which this was a consequence of inadequate planning as opposed to being a conscious strategy is not entirely clear. However, the weight of the evidence seems to point toward the restriction of information as a requirement for preserving the integrity of a team's bargaining position.

In several instances, delay was used as a management strategy. This tactic does place pressure on the union in terms of the negotiation of the initial contract. The extent of which the Regional Community College contract favors management may well be a consequence of the use of delay. It would appear that this was a factor in the Urban State contract, also. As in the case of waging an anti-union campaign, there may well be a price associated with the use of delay. The two institutions which achieved the least effective levels of accommodation were also the two institutions which appear to have consciously used delay as a strategy. The extent to which their problems of adjustment can be attributed to the use of delay is open to question. The tactic did seem to produce an unbalanced contract, and our review of the six institutions reveals that an unbalanced contract favoring either administration or union has the potential of creating serious problems. The loose language concerning evaluation in the Regional Community College contract gave administration the

opportunity to develop and implement a process almost unilaterally. In return, however, administering the process has been the subject of frequent faculty grievances, and it is not at all clear that the sum of this process represents any particular advantage to administration.

The weak grievance procedure at Urban State has also produced questionable results. Relationships between the union and the president, culminating in the resignation of the president, were clearly exacerbated by the direct confrontation which occurred between the union and the president every time an issue arose. The contracts for Scenic and Rural appeared to be unbalanced in favor of the faculty. Consequently, the legislature refused to provide sufficient funds for the agreement and both institutions experienced severe problems in areas other than salaries and fringe benefits, along with the threat of retrenchment.

Contract negotiations benefit when there is some equality of experience on both sides of the table combined with a readiness to enter into meaningful negotiations. One of the conditions that produces an imbalanced contract is when one side is well prepared for negotiations while the other side is not. In the case of Urban State and Regional Community College, experience and expertise available from the system office seem to have exceeded the experience and expertise available to the faculty. Just the reverse seems to have been the case at Rural and Scenic State Colleges. The two institutions which appeared to adjust best to the first set of contract negotiations were Regional University and Local Community College, where in both instances, there was approximately equivalent experience and readiness for negotiations.

There does seem to be a carry over to contract administration when negotiations are highly adversarial. At the same time, regardless of any collegial attitudes that may exist at the start of negotiations, by the time they are concluded, both parties understand their respective interests are different and that the process of collective bargaining is not one that can be conducted as a continuation of traditional administrative-faculty relationships under the collegial system. The process of organization and negotiation of the first contract may produce divisions among the administration as well as among the faculty. Institutions which wish to avoid such divisions can approach the problem best through exercising care in unit determination and by establishing an effective communication net to provide for the exchange of as much information as practical during the

negotiations process. The objectives of collective bargaining to produce a fair and acceptable agreement do not seem to be enhanced by excessive antagonism or unfair tactics on the part of either party.

Contract Provisions

The two most sensitive areas that we found among the six institutions were for security agreements and faculty evaluation. The national posture of the two unions involved with the institutions studied has been to place emphasis upon due process and other procedural safeguards to protect the jobs of their members. It seems clear, however, that in all types of institutions there is a strong attachment to the concept of tenure. Thus, at Regional Community College, one of the principle criticisms of the contract centered on the substitution of almost identical security provisions for the term tenure. At the other five institutions, tenure was not particularly an issue, although the development of grievance procedures leading to binding arbitration to protect tenure was. At Urban, for example, one of the major objectives of the union was to secure a grievance procedure to protect employment rights, and one of the major criticisms of the contract was the failure to incorporate a provision for binding arbitration.

In the second area of faculty evaluation, a direct relationship evolves between the effort extended by an institution in implementing and using systems of faculty evaluation to make personnel decisions and the absence of accommodation between administration and the union. At both Regional Community College and Urban State, the two institutions have made the least progress toward accommodation, administrators have used evaluation systems to determine salary increases. At Local Community College, the evaluation system has been an issue, but faculty concern has not been high because of the methods used by faculty selected division administrators implementing the system. There is little evidence to suggest that the faculty evaluation process has been a significant factor in personnel decision-making either at Scenic State College or Regional University. While considerable attention has been given to the provision in the Regional University contract, which provides for a relationship between student evaluation and faculty personnel decisions, the cause and effect relationship is extremely weak and its implementation extends over such a lengthy period that one would have to be

incompetent, indeed, to trigger any action as a result of the provision. Rural seems to have successfully evaded evaluation as an issue. It is also the institution that has made the most progress toward accommodation.

It seems only natural that the faculty represented on a bargaining team are likely to give the greatest emphasis to their own group interests. Thus, at Local Community College, the second set of negotiations produced a contract that was most favorable to the younger faculty. At Regional Community College the interests of counselors received less emphasis than those of teaching personnel. One consequence of this process, intended or not, is that groups whose interests are least well represented are encouraged to become active members of the union to better represent their own interests. As it becomes increasingly difficult for unions to demonstrate significant gains in new contracts, it should be interesting to watch how the interests of minority groups such as non-teaching personnel fare in comparison with their colleagues.

Living With the Contract

How the institutions studied adjusted to collective bargaining seemed to depend upon a number of factors. One of these involved the absence of change. An institution seems to benefit from having a period during which administrators and faculty can learn and practice the new behaviors that are necessary to the effective implementation of a contract. The institution which demonstrated the greatest degree of accommodation had the advantage of a year under a caretaker acting president who made a deliberate effort to avoid making decisions. Regional University initially experienced high levels of conflict and tension until the president was replaced by a new individual who was willing to accept the terms of the contract and who was prepared to administer it in a consultative manner. After the arrival of the new president, the institution proceeded rapidly toward accommodation and was soon characterizing itself as a model of contractual collegiality.

The accommodation of Scenic State was impeded by the president's initial absence from meet and discuss sessions and his attempt to initiate program changes through procedures not incorporated in the contract. Once the president accepted the necessity

of consulting with the faculty before making changes and began using the meet and discuss committee as a vehicle for such consultation, relationships within the institution improved significantly. Apparently, there was never a strong commitment to change at Local Community College. Subsequent to the ratification of the first contract, both administration and faculty leadership exercised caution in dealing with areas of mutual concern. This institution has also made substantial progress toward accommodation.

The two institutions which seem to have made the least progress are characterized by the attempt to operate pretty much as these institutions functioned prior to the negotiation of the first contract. Consequently, there has been an intensification of the adversarial relationship which was enhanced through their approach to contract negotiations. The attempt of the presidents at both institutions to continue to operate in an authoritarian as opposed to consultative manner has made them the target of much union activity. In both institutions, the level of confidence and trust seems extremely low. Besides the extensive polarization between administration and faculty, both the administration and the faculty are divided among themselves. Neither institution seems capable of resolving problems without resorting to external agencies.

The study of the six institutions indicates that accommodation is facilitated by a program of education designed to familiarize faculty and administration with the terms of a contract and with the need to modify behavior as a consequence of having the contract in existence. There is an interesting correlation between the character of union leadership and the character of administrative leadership. In the two institutions which have had the most authoritarian presidents, the union leadership is the most radical and the least amenable to cooperative activities of any sort. At Scenic State where the administration maintains a tight control over the dissemination of information, a similar control is maintained by the executive committee of the union. Where moderation, accessability, and openness of communication prevail as at Rural and Regional University, the union leadership exerts similar traits. While there is no concrete justification for asserting a cause and effect relationship, the extent to which the union leadership and its method of operation seemed to parallel the college leadership and its method of operation is certainly noteworthy and a promising area for future research.

As previously noted, the environment created through contract negotiations carries over into the contract administration phase. In addition, weaknesses or inequities in the contract cause substantial problems of adjustment. This seems particularly true for those institutions that used external negotiators or where the contracts were negotiated at a system level with very limited campus input. In most instances, such contracts contained provisions that caused dissatisfaction on the campus.

Meet and discuss sessions can be a very effective approach to helping an institution learn to live with its contract. There are several conditions that have to be met to achieve maximum advantage, however. First, it would appear that either the president must be present, or he must be represented by someone in whom he has sufficient confidence so as to be willing to support any commitments, formal or otherwise, that may be made at such sessions. Second, there needs to be a sufficient level of confidence and trust so that there is a reasonable guarantee that any verbal understandings that do emerge from such sessions will be adhered to by both parties. Finally, there must be a commitment on the part of both parties to the sessions to conduct them within the spirit of the contract and to accept responsibility for communicating with those they represent and for assisting them to understand the need for cooperative activity within the framework established by the contract. In this regard it seems clear that a contract administrator can be extremely helpful, especially during the period of time when an institution is adjusting to the first contract. Unfortunately, the need for such an individual is seldom recognized until after a significant number of problems have arisen in connection with a failure to follow contract provisions.

There seems to be some relationship between the level of accommodation and the extent to which the union seeks to control the governance mechanism through the process of selecting committee members. In those institutions where the highest degree of accommodation exists, the unions have made a significant effort to involve all faculty in governance. Not surprisingly, these are also institutions in which a very high percentage of the total faculty belong to the union. Again, while it is not possible to assert a cause and effect relationship, there does seem to be a higher degree of accommodation in those institutions where the union is well established and a majority of the faculty belong. Both the institutions which have

made the least progress toward accommodation have polarized faculties which undoubtedly complicates the process of resolving any particular issue.

If administrators wish to avoid prolonged conflict, they must avoid reprisals or the appearance of reprisals. There must also be recognition of the fact that unions will pursue issues where individual faculty might not. Thus, the attempt to distort communications or manipulate or hide data is far more likely to come to light where a union exists. The practice of a style of consultative leadership, the avoidance of unilateral actions, and scrupulous attention to contract provisions are essential to living effectively under a collective bargaining contract. If organizational or programmatic change is to be an institutional objective, it must be approached through a process that will involve union leadership during the planning stages. Any attempt to devise plans administratively and implement them without extensive faculty consultation is almost certain to be challenged. Among the six institutions, the only one which demonstrated a significant commitment to change was Rural which also had developed a planning process, which made it possible for union leadership to work with the administration in assessing the need for change in planning institutional responses and in allocating resources to implement such responses.

The Impact of Collective Bargaining

It does not seem possible for administrators to practice successfully an authoritarian style of administration under collective bargaining. There seem to be two alternatives. If the president cannot change his style, he may be able to create a buffer between himself and the union. In effect, this is what has happened at those institutions where presidents were perceived as authoritarian prior to the advent of collective bargaining and where the same presidents continue to serve. Of course, as previously noted, four of the six institutions have undergone or are undergoing changes in leadership which may at least in part be attributed to the tensions created by collective bargaining.

There does not seem to be any perceived loss of authority by senior administrators. It is rather a need for administrators to exercise their authority differently. Perhaps the major impact of collective bargaining falls upon middle level administrators who really

are not in line positions of authority with respect to the faculty. Such administrators no longer carry with them the general aura of administrative authority. If they do not belong to a union, the attention that is given to their concerns at campus and system levels declines. If they form their own union, they are in a less powerful position than the faculty to achieve their objectives. If they are permitted to join a faculty union, they constitute a minority within that group and consequently, less attention is given to their positions.

As a result of collective bargaining, administrators who work directly with the faculty such as department heads and deans are more likely to be selected by search and screen procedures. The general load of paperwork has increased as it becomes necessary to give greater attention to documentation, especially of personnel actions. In our opinion, administrators who experience the least difficulty in adjusting to collective bargaining are those who are willing to delegate authority, who practice consultative styles of leadership, who avoid controversial personnel issues, and who take specific steps to ensure a level of communication sufficient to maintain credibility.

While there is potential for faculty to develop alliances with organized labor, it was exercised in only one of the six institutions. In that instance, the step was taken as a response to conflict with the president and was instrumental in helping the president to reach his decision to resign. That most of the unions did not seek active affiliation with organized labor should not be interpreted as a failure to become involved in political activity. In each instance there is evidence that unions were involved in seeking some external support. In many instances, such activities had positive impacts on the institutions. This was particularly true in the case of Rural and Scenic State Colleges where union activity at the state level may have been influential in gaining additional state funds or at least in minimizing cut-backs.

There seems to be some minimum number of faculty, probably not exceeding 25 percent of the total staff, that are willing to become actively involved in the affairs of the institution. Generally, it is the same group whether the device for involvement is a college senate or a union. Union leadership frequently reflects the unwillingness of most faculty to involve themselves actively in the affairs of the union, and after the initial battles have been fought, unions seem to face a continuing problem maintaining responsible leadership.

Often the individuals who provide leadership during the organizational phase, when emotions run high and there is a need for individuals who will take positions, are not the same people the union would like to see in leadership positions after the major battles have been fought and a modicum of peace is needed. A review of the six institutions seems to indicate that leadership perceived as radical is most likely to survive only as long as the institution has failed to reach an acceptable level of accommodation. While collective bargaining creates the means for faculty to exercise more influence in the process of governance, it does not create the motivation for such involvement or the experience to participate effectively. The issue of faculty leadership and involvement is one that will bear careful watching during the next few years.

Collective bargaining does not seem to have had much of an impact on students. In the institutions studied, student activism reached or passed its peak concurrent with the passage of collective bargaining legislation. The fading embers of the student movement had some residual effect evidenced by the experience of Regional University. However, the conditions which gave rise to student activism have passed and with it, much of the student interest for involvement in anything not related to the traditional sphere of student concerns. As a consequence, there are divided opinions about how students have been effected by collective bargaining. Evidently there are new avenues for student participation in a number of the institutions studied; however, it does not appear that students attached a very high priority to using these new procedures. Students continue to exercise influence in areas such as the allocation of student activity funds and seem satisfied to concentrate in such areas.

There has been an effort to incorporate student evaluations as a factor in making personnel decisions. Unfortunately, those institutions which have made the greatest progress in this direction have made the least progress in learning how to live effectively with collective bargaining. It would seem that the decisive factor in personnel decisions in institutions that have adjusted to the collective bargaining process will rest with the faculty. Thus, the extent to which student evaluations will become a significant factor in personnel decisions will not be a matter that will be influenced to any great extent by students.

In the institutions that are part of multi-campus systems, there seems to be little impact on local boards where they exist. Such boards were never very significant in the decision-making process, and there is no evidence to suggest that they have become either more or less significant. The importance of the state level agency at the system level is another matter. The contracts three of the institutions function under were either negotiated by the state level agencies with little or no input from the local campuses, or negotiated under the influence of a state level board with the priorities of that board predominating whenever there was a conflict between local and state level concerns. There is also the interesting development of legislative refusal to fund fully contracts negotiated by its own agents. The trend toward centralization of authority in state systems which appears to be associated with collective bargaining has been too well documented elsewhere to require further comment here (Mortimer, 1976).

The impact of collective bargaining on governing boards is not quite as clear. The tendency for boards to gain authority through direct involvement during the contract negotiations phase may well be balanced by the constraints imposed upon board action by the contract once it has been negotiated. As boards become more familiar with collective bargaining and as internal expertise is developed to replace external negotiators to which boards often turn during their initial exposure to collective bargaining, it may well be that the authority of boards may be somewhat circumscribed and more clearly defined. Clearly, boards are likely to have different attitudes toward faculty as adversaries than they may have had toward them as lower level employees. The same process that improves the quality of information available to faculty is also likely to make board members more aware of what happens within the institutions they govern. The outcome of all of this would seem to pose more problems for administrative role than for the board members themselves.

Perhaps the greatest focus of interest concerning the impact of collective bargaining has been upon governance. All six of the institutions studied has initiated some procedure for faculty involvement in decision making prior to the advent of collective bargaining. Some of them had also made provisions for student involvement. Only at Scenic State has a pre-existing senate or council been voted out of existence by the faculty. An administratively dominated

council no longer functions at Regional Community College. In all six of the institutions, however, pre-existing arrangements for governance have been superceded by provisions contained within the contracts. In effect, those senates or councils which now exist operate at the sufferance of the union. In two instances, at Scenic and Urban State Colleges, the union has consciously controlled the selection of representatives to the committee structure of the senate or council.

Beyond these concerns, however, is the overriding problem of determining what a senate or council ought to do. At none of the institutions has a role for such an organization been clearly defined. The two institutions which seem to have the greatest commitment to a pre-existing senate are Rural and Regional University, also the two institutions which have made the most progress toward accommodation. Clearly, there is a willingness on the part of both union and administration for senates to function in these two institutions. However, neither institution has succeeded at this point in defining a viable role for their senates. In two of the institutions, Regional Community College and Urban State, there is not a sufficient degree of accommodation to make possible any kind of voluntary faculty administrative cooperation at a level of complexity sufficient to support governance arrangements not mandated in the contracts.

At Local Community College and Scenic State where there was no tradition of a pre-existing council or senate viewed as effective by the faculty, governance arrangements seem limited to those incorporated within the contract. This does not seem to pose a problem at present. As a matter of fact, the major difficulty being experienced by both institutions is finding sufficient interested faculty to staff the committees and councils called for by the respective agreements.

It is interesting to note that the governance procedures incorporated within contracts are those designed to protect faculty welfare and security and to resolve conflict. The procedures, with rare exceptions, are not designed to facilitate the process of change. One of the questions that can legitimately be raised, then is to what extent will such institutions become static, responding only to stimuli which threaten the institution in some way? The answer to this particular problem may be embodied in the planning process developed at Rural. It is possible that institutions organized under collective bargaining will need procedures set forth in a contract to resolve

conflict and to maintain harmony. A process of the sort developed by Rural may offer great potential to institutions organized under collective bargaining because it provides a mechanism through which faculty and administration can contemplate change in a non-threatening and non-adversarial set of circumstances and then commit themselves to necessary changes in advance of the implementation process.

Concluding Comments

There are, of course, no panaceas for effective patterns of faculty-administrative accommodation under collective bargaining or any other form of governance. We think these case studies illustrate the importance of open communication between the parties and relationships built on an atmosphere of mutual trust and confidence. In conclusion, we make four observations from these six cases. First, we were more impressed by the variability in governance patterns at these institutions than in the commonalities. While a knowledge of the technical aspects of collective bargaining was helpful, the dynamics of governance at one campus were quite different than at another.

Second, a concentration on the *process* of governance, almost independent of substance, seems to aid in achieving tolerable levels of accommodation. For example, the process of faculty evaluation receives almost as much attention as the substance of it.

Third, adversary relations developed during an active anti-union campaign or during particularly tense negotiation carry over into other aspects of faculty-administrative relations.

The fourth point is related to the third in that it is almost impossible to *isolate* the impact of collective bargaining on governance. Personalities, leadership style, previous structural and procedural arrangements, etc. are too complex to be attributable solely to collective bargaining. On the other hand, collective bargaining does increase the emphasis on formalized relations and procedural correctness and this has quite different results at different campuses.

REFERENCES

AAHE–NEA Task Force on Faculty Representation and Academic Negotiations *Faculty Participation in Academic Governance* Washington, D. C.: American Association for Higher Education, 1967.

Balderston, F. E. *Managing Today's University.* San Francisco: Jossey-Bass, Inc., 1974.

Baldridge, J. V. *Power and Conflict in the University.* New York: John Wiley & Sons, Inc., 1971.

Begin, J. P. "Faculty Bargaining in 197[illegible]: A Loss of Momentum?" *The Journal of the College and University Personnel Association* 25 (April 1974): 74-81.

Braybrooke, D. and Lindbloom, C. E. *A Strategy of Decision.* New York: The Free Press, 1970.

Carr, R. D. and VanEyck, D. K. *Collective Bargaining Comes to the Campus.* Washington, D. C.: American Council on Education, 1973.

Cartter, A. M. *American Universities and Colleges.* Washington, D. C.: American Council on Education, 1964. (9th ed. was used for obtaining 1962 statistics, so they may not be exactly comparable, but they do convey the desired impression.)

A Classification of Institutions of Higher Education. Berkeley, Calif.: Carnegie Commission on Higher Education, 1973.

Corson, J. J. *The Governance of Colleges and Universities.* rev. ed. New York: McGraw-Hill Book Co., 1975.

Coser, L. *The Functions of Social Conflict.* New York: The Free Press, 1956.

Dunham, E. A. *Colleges of the Forgotten Americans: A Profile of State Colleges and Regional Universities.* New York: McGraw-Hill Book Co., 1969 (Series: Carnegie Commission on Higher Education.)

Duryea, E. D., Fisk, R. S. and Associates. *Faculty Unions and Collective Bargaining.* San Francisco: Jossey-Bass, Inc., 1973.

Garbarino, J. W., in association with Aussieker, B. *Faculty Bargaining: Change and Conflict.* New York: McGraw-Hill Book Co., 1975. (Series: Carnegie Commission on Higher Education.)

Gemmel, J. *Collective Bargaining: A View from the Presidency.* Washington, D. C.: Academic Collective Bargaining Information Service, n.d.

Gershenfeld, W. J. and Mortimer, K. P. (with the assistance of Johnson, M. D.) *Faculty Collective Bargaining Activity in Pennsylvania: The First Five Years (1970-1975).* Philadelphia: Center for Labor and Manpower Studies, Temple University, 1976.

Hedgepeth, R. C. "Consequences of Collective Bargaining in Higher Education: An Exploratory Analysis." *Journal of Higher Education* 45 (December 1974): 691-705.

Hofstadter, R. and Metzger, W. P. *The Development of Academic Freedom in the United States.* New York: Columbia University Press, 1955.

Howe, R. *The Community College Board of Trustees and Negotiations with the Faculty.* Washington, D. C.: American Association of Community and Junior Colleges, 1973.

Jencks, C. and Riesman, D. *The Academic Revolution.* Garden City, N. Y.: Doubleday & Co., Inc., 1968.

Keeton, M. *Shared Authority on Campus.* Washington, D. C.: American Association for Higher Education, 1971.

Kelley, E. P., Jr. "289 Institutions with 482 Campuses that have Collective Bargaining Agents." Special Report No. 12 Update. Washington, D. C.: American Collective Bargaining Information Service, 1976.

Kemerer, F. R. and Baldridge, J. V. *Unions on Campus.* San Francisco: Jossey-Bass, Inc., 1975.

Ladd, E. C., Jr. and Lipset, S. M. *Professors, Unions and American Higher Education.* Berkeley, Calif.: Carnegie Foundation for the Advancement of Teaching, 1973.

Lombardi, J. *Managing Finances in Community Colleges.* San Francisco: Jossey-Bass, Inc., 1973.

Lorsch, J. and Morse, J. *Organizations and Their Members: A Contingency Approach.* New York: Harper & Row, 1974.

Lozier, G. and Mortimer, K. P. *Anatomy of a Collective Bargaining Election in Pennsylvania's State-Owned Colleges.* University Park, Pa.: Center for the Study of Higher Education, The Pennsylvania State University, February 1974.

A Master Plan for Higher Education in Pennsylvania. Harrisburg, Pa.: State Board of Education, 1967.

Moore, J. W. *Pennsylvania Community College Faculty Attitudes Toward Collecti.e Bargaining.* University Park, Pa.: Center for the Study of Higher Education, The Pennsylvania State University, 1971.

Mortimer, K. P. *Faculty Bargaining, State Government and Campus Autonomy: The Experience in Eight States.* (Report No. 87) Denver: A joint publication of The Pennsylvania State University and the Education Commission of the States, April 1976.

Platt, G. M. and Parsons, T. "Decision Making in the Academic System." *The State University* edited by Carlos E. Krugtbosch and Sheldon L. Messinger. Beverly Hills, Calif.: Sage Publications, 1968.

Podolsky, A. *Education Directory, 1974-75, Higher Education.* Washington, D. C.: U. S. Department of Health, Education, and Welfare, U. S. Government Printing Office, 1975.

Rehfuss, J. *Public Administration as Political Process.* New York: Charles Scribner's Sons, Inc., 1973. (See p. 23 for discussion of power, influence, and authority in more detail.)

Richardson, R. C., Jr. et al. *Governance for the Two-Year College.* Englewood Cliffs, N. J.: Prentice-Hall, Inc., 1972.

Rourke, Francis E. and Brooks, Glenn E. *The Managerial Revolution in Higher Education.* Baltimore: Johns Hopkins Press, 1966. (Pages 13-14 acknowledge administrative domination of such institutions and describe a revolt by the avant garde faculty.)

Selznick, P. *Leadership in Administration.* New York: Harper & Row, 1957. (Page 96 points out the tendency to withhold unpleasant information from superiors.)

Simon, H. A. *Administrative Behavior.* 2nd ed. New York: The Free Press, 1957. (Pages 45-60 form the background for this discussion.)

Stroup, H. *Bureaucracy in Higher Education.* New York: The Free Press, 1966.

Taylor, W. M. "Bold Plans for the Bay State." *50 States/50 Years,* edited by Roger Yarrington. Washington, D. C.: American Association of Junior Colleges, 1969.

Tice, T. N. *Faculty Bargaining in the Seventies.* Ann Arbor, Mich.: Institute of Continuing Legal Education, 1973.

Walters, D. E. "Collective Bargaining in Higher Education." *College Management,* 8 (May 1973): 6-7.

Weinberg, W. M. "Patterns of State-Institutional Relations Under Collective Bargaining." *Faculty Bargaining, State Government and Campus Autonomy,* edited by Kenneth P. Mortimer, pp. 95-106. Denver: Education Commission of the States, 1976.

White, R. L. *A Summary of the Research on the Impact of Collective Bargaining on the Governance of Higher Education.* A paper prepared for Committee "T" of The American Association of University Professors, March 1976.

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Faculty Voting Behavior in the Temple University Collective Bargaining Elections. Kenneth P. Mortimer and Naomi V. Ross, with the assistance of Michael E. Shorr and Cheryl Toronyi, April 1975.

CUPIR: Cooperative Utilization of Private Institutional Resources: A Multifaceted Thrust for the Private Junior Colleges. S. V. Martorana, Eileen P. Kuhns, Richard M. Witter, and Alan J. Sturtz, October 1974 (jointly with the American Association of Community and Junior Colleges).

Innovative Programs in Education for the Professions. Larry L. Leslie, June 1974.

Insights into Higher Education: Selected Writings of CSHE, 1969-73, Vol. III, Curriculum, Graduate and Professional Education, Finance, Winter 1974.

Insights into Higher Education: Selected Writings of CSHE, 1969-73, Vol. II, Community College and Postsecondary Occupational Education, Winter 1974.

Insights into Higher Education: Selected Writings of CSHE, 1969-73, Vol. I, Governance. Winter 1974.

Anatomy of a Collective Bargaining Election in Pennsylvania's State-Owned Colleges. G. Gregory Lozier and Kenneth P. Mortimer, February 1974.

Variability in Faculty Perception of the Legitimacy of Decision Making at Nine Pennsylvania Institutions. David W. Leslie, November 1973.

Numbered Reports

State Legislation Relating to Community and Junior Colleges, 1976. S. V. Martorana and Lawrence A. Nespoli, February 1977, Report No. 27.

Regionalism and Statewide Coordination of Postsecondary Education. S. V. Martorana and W. Gary McGuire, September 1976, Report No. 26.

Distributions of Authority and Patterns of Governance. Manuel G. Gunne and Kenneth P. Mortimer, December 1975, Report No. 25.

The Higher Education Faculty of Pennsylvania: Selected Characteristics. Larry L. Leslie and James Creasy, July 1974, Report No. 24.

The Comm-Bacc Study: Postbaccalaureate Activities of Degree Recipients from Pennsylvania Institutions 1971-72. William Toombs, August 1973, Report No. 23.

Students and Unions, Neil S. Bucklew, July 1973, Report No. 22. (Out of print.)

Compensatory Education in Two-Year Colleges, James L. Morrison and Reynolds Ferrante, April 1973, Report No. 21. (Available in *Insights*, Vol. II.)

Pennsylvania's "State-Owned" Institutions: Some Dimensions of Degree Output, William Toombs and Stephen D. Millman, February 1973, Report No. 20.

The Trend Toward Government Financing of Higher Education Through Students: Can the Market Model Be Applied? Larry L. Leslie, January 1973, Report No. 19. (Available in *Insights*, Vol. I.)

The Rationale for Various Plans for Funding American Higher Education, Larry L. Leslie, June 1972, Report No. 18. (Available in *Insights*, Vol. III.)

Collective Bargaining: Implications for Governance, Kenneth P. Mortimer and G. Gregory Lozier, July 1972, Report No. 17. (Available in *Insights*, Vol. I.)

Exceptional Graduate Admissions at The Pennsylvania State University, Manual G. Gunne and Larry L. Leslie, March 1972, Report No. 15. (Available in *Insights*, Vol. III.)

The Quality of Graduate Studies: Pennsylvania and Selected States, Stephen D. Millman and William Toombs, February 1972, Report No. 14. (Available in *Insights*, Vol. III.)

Reports 1-13, out of print.

Conference Reports

State-Local Agency and Community College Cooperation for Community Improvement: A Conference of State and Local Officials in the Middle Atlantic States, S. V. Martorana and James O. Hammons (eds.), December 1974.

The Fifth Annual Pennsylvania conference on Postsecondary Occupational Education, Angelo C. Gillie (ed.), June 1974.

The Fourth Annual Pennsylvania Conference on Postsecondary Occupational Education, Angelo C. Gillie (ed.), August 1973.

The Seventh Annual Pennsylvania Conference on Postsecondary Occupational Education, Angelo C. Gillie (ed.), June 1976.

Bibliographies

Selected Bibliography in Higher Education, September 1969; revised April 1972; revised August 1974.

The University and the Arts: A Preliminary Annotated Bibliography, Ann Kieffer Bragg, May 1974.

The History of Black Higher Education in the United States: A Bibliography, Andrew E. Dinniman, October 1976.

Occasional Papers

A Case for Low Tuition, Larry L. Leslie, November 1974.

Journals of Education for the Professions: A Preliminary Study, Ann Kieffer Bragg and G. Lester Anderson, May 1974.

Collective Bargaining in Pennsylvania: A Summary of Collective Bargaining Agreements, Ralph L. Boyers in collaboration with Robert E. Sweitzer, August 1973.

Community College Teacher Preparation Programs in the U.S.: A Bibliography with Introductory Notes, Naomi V. Ross, August 1972.